

第 4 部分 — 應約履行

1. 我／我們參閱過本招標文件，同意受上述條款約束。
2. 我／我們同意按照本招標文件的招標條款及條件，在合約期內以我／我們在價格附表呈報的價錢，依約供應任何或全部貨品，不再收取其他任何費用。
3. 我／我們並證明，下述由我／我們提供的資料均屬正確：

- (a) 商業登記證 (號碼：.....)
屆滿日期為：.....
- (b) 僱員賠償保險單 (編號：.....)
屆滿日期為：.....
保險公司名稱：.....

4. 我／我們獲下述公司授權，我／我們的簽署對下述公司具有約束力。
— 或 —
我／我們為下述商號的合伙人，我／我們獲授權作出對該商號及其他合伙人有約束力的簽署。

5. 公司／商號的名稱為：.....

6. 上述公司已登記辦事處地址為：.....
— 或 —

上述商號合伙人的姓名及住址為：.....

7. 簽署人的姓名、職位及地址：.....

獲授權簽署：.....
日期：二〇.....年.....月.....日
註：(i) 投標者必須填報上述所需的資料。
(ii) 請將不適用者清楚刪去。

第 5 部分
接受投標備忘錄

本人.....
(姓名及職位)

現代表香港特別行政區政府，接納你就下開貨品的合約遞交的投標。現附上構成合約的每份文件的副本，以供識別之用：

.....
.....
.....

日期：二〇.....年.....月.....日

簽署人：.....
.....
.....

見證人：.....
.....
.....

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
Government Laboratory
TENDER FOR THE SUPPLY OF GOODS

Tender Ref. : M6600282016 **TENDER FORM** Contract No. :

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 Supply of an Integrated Liquid Chromatograph Mass Spectrometric System to the Government Laboratory”

and addressed to the Chairman, Tender Opening Committee,
must be deposited in the Government Logistics Department
Tender Box situated on Ground Floor, North Point Government
Offices, 333 Java Road, North Point, Hong Kong
before 12:00 noon (time) on 29th June 2017 (date) (Hong Kong time). Late tenders will not be accepted.

INTERPRETATION

PART 1 — TERMS OF TENDER

PART 2 — GENERAL CONDITIONS OF CONTRACT

Details on Interpretation, Terms of Tender and General Conditions of Contract used for tendering for the supply of goods to the Government of the Hong Kong Special Administrative Region are contained in the Standard Tender Terms and General Conditions of Contract which are available for viewing and downloading from the following website:

- https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp

Copies of the Standard Tender Terms and General Conditions of Contract can also be obtained from the following:

Procurement Division, Government Logistics Department
9/F, North Point Government Offices
333 Java Road, North Point, Hong Kong
(Internet Homepage-<http://www.gld.gov.hk>)

PART 3 — SPECIAL CONDITIONS OF CONTRACT

Attached to this Tender Form (if any).

PART 3A — TECHNICAL SPECIFICATIONS

Attached to this Tender Form (if any).

Dated this 12th day of May 20 17

SHAM Wing-cheong
Government Representative

PART 4 — OFFER TO BE BOUND

1. Having read the Tender Document, I/we agree to be bound by the terms and conditions as stipulated therein.
2. I/We do hereby agree to supply any or all of the Goods, during the Contract Period at the prices quoted by me/us in the Price Schedule free of all other charges, subject to and in accordance with the terms and conditions of the Tender Document.
3. I/We also certify that the particulars given by me/us below, are correct:

- (a) Business Registration Certificate (No.)
which expires on
- (b) Employee's Compensation Insurance Policy (No.)
which expires on
Name of Insurance Company

4. I am/We are duly authorised to bind the company hereinafter mentioned by my/our signature(s).

— or —
I am a partner/We are partners in the firm hereinafter mentioned and duly authorised to bind the said firm and the partners therein by my/our signature(s).

5. The name of the company/firm is

6. The registered office of the company is situated at

— or —
The names and residential addresses of the partners of the firm are as follows :

7. Name(s), post(s)/title(s) and address(es) of person(s) signing :
.....
.....

Authorised
Signature(s) :

Dated this day of 20

- Notes : (i) All the particulars required above must be provided.
(ii) Strike out clearly alternatives which are not applicable.

**PART 5
MEMORANDUM OF ACCEPTANCE**

On behalf of the Government of the Hong Kong Special Administrative Region,

I
(name and position of officer)

accept your Tender for the Contract relating to the following item(s). A copy of each document constituting the Contract is hereby attached for identification purposes.

.....
.....
.....

Dated this day of 20

Signed by the said in the presence of :

招標編號： M6600282016

投標表格

合約編號：

投遞標書

投遞標書，必須填妥此表格，一式三份密封於信封內，信封面註明

「為政府化驗所供應 1 套綜合液相色譜質譜聯用儀系統

投標書」，致 開標委員會 主席收，並於 二〇一七 年 六 月
二十九 日 中午十二時正 (香港時間) 前投入設於 香港北角渣華道 333 號
北角政府合署地下的政府物流服務署 的投標箱內。逾期投標概不受理。

釋義

**第 1 部分 — 招標條款
第 2 部分 — 一般合約條款**

有關招標承投供應貨品予香港特別行政區政府的釋義部分、招標條款和一般合約條款的詳情，載於標準招標條款和一般合約條款，請到以下網站查閱和下載：

- https://www.gldpcms.gov.hk/etb_prod/jsp_public/sm/ssm00105.jsp?ACTION=SWITCH_TO_TRADITIONAL_CHINESE

上述文件亦可在下列辦事處索取：

政府物流服務署採購科
北角政府合署 9 樓
香港北角渣華道 333 號
(互聯網頁 — <http://www.gld.gov.hk>)

第 3 部分 — 特別合約條款

夾附於本投標表格內 (如有)。

第 3 甲部分 — 技術規格

夾附於本投標表格內 (如有)。

日期：二〇 一七 年 五 月 十二 日

岑永昌
政府代表

Guidelines for Electronic Tendering

This tender document identified as M6600282016 consists of the following soft file(s) with a '✓' in the 'File Extension' column and should be opened in the sequence as specified:

| <u>Sequence</u> | <u>File Name</u> | <u>File Extension</u> | |
|-----------------|--|--|--|
| | | <u>[.pdf]</u> [For Viewing - See Note (a)] | <u>[.doc]</u> [For Completion of Offer - See Note (b)] |
| 1. | Tender Document | ✓ | - |
| 2. | Schedule A (Price Schedule) | - | ✓ |
| 3. | Schedule B (Particulars of Offer) | - | ✓ |
| 4. | Schedule C (Checklist of Compliance) | - | ✓ |
| 5. | Schedule D (Information Schedule) | - | ✓ |
| 6. | Appendix (Contact Details) | - | ✓ |
| 7. | Attachment A (Reply Slip for Site Visit) | - | ✓ |

- Notes :
- (a) File with “.pdf” extension is for viewing and should be opened with Acrobat Reader 9.0 or later version which can be downloaded free of charge from website: <http://www.adobe.com>.
 - (b) File with “.doc” extension is for completion of offer and should be opened with Microsoft Office Word 2010 or later version for Windows. You may make copies of these files to complete your offer for tender submission through the e-Tender Box, where appropriate.
 - (c) **Please complete Schedule A (Price Schedule), Schedule B (Particulars of Offer), Schedule C (Checklist of Compliance), Schedule D (Information Schedule) and the Appendix (Contact Details), and send them back together with your tender submission.**
 - (d) Please also refer to the user guide of e-Tender Box at the following website: <http://www.gldetb.gov.hk>.

Important Note

Checklist for Submission of Tenders to Government Logistics Department (GLD)

Tenderers are requested to go through the entire Tender Document and ensure that all the information and documents required are submitted together with their Tenders in accordance with the tender requirements before the Tender Closing Time.

A summary of the information and documents required is stipulated in Paragraph 16 of the Terms of Tender (Supplement).

Tenderers are reminded to take the following actions before submitting their Tenders.

Checklist

| Description | Tick and move to the next item |
|---|---|
| 1. Have you provided the price information as required in Schedule A (Price Schedule)? | |
| 2. Have you provided the essential information as required in Schedule B (Particulars of Offer)? | |
| 3. In the case of Paper-based Tendering, have you signed Part 4 “Offer to be Bound” of the prescribed Tender Form (G.F. 230)? | |

If a Tenderer fails to submit any of the above information/documents before the Tender Closing Time, its Tender will not be considered further.

This checklist is by no means exhaustive and is provided for Tenderers’ reference only. It shall not be deemed to form part of the Tender Document.

Nothing in this checklist shall limit the Government’s absolute right to request any other information/documents in connection with or arising out of this Invitation to Tender.

In relation to item 3 above, a Tenderer should note that it must submit a duly signed Part 4 “Offer to be Bound” of the Tender Form (G.F. 230). If a Tenderer provides the necessary details in its own version of “Offer to be Bound”, notwithstanding whether the information is the same as the Tender Form (G.F. 230), its entire Tender will not be considered further.

**Supplement to the Interpretation Section of the Standard Terms and Conditions
(BD-TERMS-1 (December 2015))**

- (a) In addition to the terms defined in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-1 (December 2015)), the following terms are applicable to this Invitation to Tender and the Contract:

| | |
|---------------------------------|---|
| “Acceptance Date” | means the date on which the Goods are accepted by the Government pursuant to Clause 5 of the Special Conditions of Contract; |
| “Acceptance Note” | has the meaning given to it in Clause 9.4(a) of the General Conditions of Contract (BD-TERMS-1 (December 2015)); |
| “Estimated Contract Price” | means the amount of item 1 specified in Section I of Paragraph 1(a) in Schedule A (Price Schedule); |
| “F.I.S.” | means “free into store” where the Contractor bears the responsibility for the cost of delivering the Goods to the specified location(s) and stacking of the Goods therein; |
| “Government Laboratory” or “GL” | means the Government Laboratory of the Government; |
| “Guarantee Period” | means twenty-four (24) months or the period as the Contractor may have committed in Schedule C (Checklist of Compliance), whichever is the longer, commencing from the Acceptance Date; |
| “Mandatory Item” | means the item 1 specified in Section I of Paragraph 1(a) in Schedule A (Price Schedule); |
| “Optional Items” | means the items 1 to 10 specified in Section II of Paragraph 1(a) in Schedule A (Price Schedule) as ordered by the Government under the Contract; |
| “Tender Acceptance” | has the meaning given to it in Paragraph 26 of the Terms of Tender under BD-TERMS-1 (December 2015); |
| “Tender Closing Date” | means the date of Tender Closing Time as the same may be extended from time to time by the Government or otherwise in accordance with the provisions of the Tender Document; and |
| “Technical Specifications” | means before the award of the Contract, the document identified as such in the Tender Document; and after the award of the Contract, the Technical Specifications as submitted by the Contractor then as part of its Tender comprising all mandatory features and those desirable features which the Contractor has indicated compliance. |

- (b) The Government may change the Government Representative and/or its post title from time to time as it thinks fit without prior notice to the Contractor.
- (c) The definitions of “Estimated Contract Price” and “Tender Document” in the Interpretation section of the Standard Terms and Conditions (BD-TERMS-1 (December 2015)) shall be deleted.
- (d) For the purpose of this Invitation to Tender and the Contract, the terms “mandatory requirement” and “mandatory requirements” in the Terms of Tender of the Standard Terms and Conditions (BD-TERMS-1 (December 2015)) shall be read as “essential requirement” and “essential requirements” respectively as the context may require or permit.

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

This invitation to tender is covered by the
World Trade Organization Agreement on Government Procurement

**Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory**

Notes for Tenderers

1. Tender Document

This tender document, identified as M6600282016, comprises the Interpretation section, the Terms of Tender and the General Conditions of Contract (BD-TERMS-1 (December 2015)) and the following documents (collectively, the “Tender Document”):

- (a) the Tender Form (G.F. 230 - Parts 1 to 5) (applicable to Paper-based Tendering);
- (b) the Supplement to the Interpretation section;
- (c) the Notes for Tenderers;
- (d) the Terms of Tender (Supplement) and its Appendix (Contact Details);
- (e) the Special Conditions of Contract;
- (f) the Technical Specifications;
- (g) the Schedule A (Price Schedule);
- (h) the Schedule B (Particulars of Offer);
- (i) the Schedule C (Checklist of Compliance);
- (j) the Schedule D (Information Schedule);
- (k) Attachment A (Reply Slip for Site Visit);
- (l) Attachment B (Guidelines for Training); and
- (m) Attachment C (Form of Banker’s Guarantee).

2. Tenderers’ Enquiries

- (a) Subject to Sub-paragraph (b) below, any enquiries from a prospective Tenderer concerning the tender terms other than the Technical Specifications or user requirements of this Tender Document up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to the Director of Government Logistics [Attn.: Supplies Officer (E1)] in one of the following ways:
 - (i) through the e-Tender Box of GLD at the website <http://www.gldetb.gov.hk>, if the prospective Tenderer has an account under the Procurement and Contract Management System of GLD;
 - (ii) by facsimile on number (852) 2116 0105; or
 - (iii) by mail to GLD, 9/F., North Point Government Offices, 333 Java Road, North Point, Hong Kong.

- (b) Any enquiries from a prospective Tenderer relating to the Technical Specifications or any of the user requirements up to the date of the Tenderer lodging its Tender with the Government shall be made in writing to (and with a copy thereof sent to GLD as set out in Sub-paragraph (a) above):

Government Chemist
Government Laboratory
Supplies Section
Room 623, 6/F., Ho Man Tin Government Offices
88 Chung Hau Street
Homantin, Hong Kong
[Attn.: Supplies Officer (Administration Division)]

Facsimile No.: (852) 2714 4374

- (c) After lodging a Tender with the Government, a Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Tender or the Tender Document. The Government 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.

3. **Site Visit**

- (a) A site visit will be held at 2:00 pm on 26 May 2017 at the Pharmaceutical Chemistry Section, at 11 & 12/F, Lai Chi Kok Government Offices, 19 Lai Wan Road, Lai Chi Kok, Kowloon, Hong Kong.

Although attendance is not compulsory, Tenderers are encouraged to participate in the site visit to understand the site restrictions and relevant requirements stipulated in Tender Document before making an offer. The Government will not be responsible for any liability whatsoever in connection with the site visit which is to be made entirely at the prospective Tenderers' own risk and expenses. A Tenderer who wishes to attend the site visit is requested to complete the reply slip at Attachment A (Reply Slip for Site Visit) and fax it to the Government Chemist (Attn.: Dr. K.M. LAM) on facsimile no. (852) 3104 3472 by 5:00 p.m. on 25 May 2017. For planning purpose, the number of representatives of each Tenderer is limited to two (2) persons. If any Tenderer wishes to bring along additional representatives, it should provide the information in the reply slip for the Government's consideration.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning Signal is in force for any duration at or after 11:00 a.m. on the same date of the site visit, the scheduled site visit for that day will be cancelled and the Government will notify prospective Tenderers who have submitted a reply slip the arrangement of the rescheduled site visit.

**Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory**

Terms of Tender (Supplement)

1. Tender Invitation

Tenders are invited for the supply of an integrated liquid chromatograph mass spectrometric system subject to and in accordance with the Tender Document.

2. Tender Preparation and Submission

Pursuant to Paragraph 3.3 of the Terms of Tender (BD-TERMS-1 (December 2015)), a Tenderer shall complete:

- (a) Schedule A (Price Schedule) with the Mandatory Item fully priced, costed and totalled;
- (b) Schedule B (Particulars of Offer), Schedule C (Checklist of Compliance) and Schedule D (Information Schedule) with all the information required therein; and
- (c) the Appendix (Contact Details) of the Terms of Tender (BD-TERMS-1 (December 2015)), a copy of which is attached to this Tender Document.

A Tenderer shall refer to Paragraph 16 (Information to be Submitted) of the Terms of Tender (Supplement) below for further details concerning the required composition of a Tender.

3. Quotation

- (a) A Tenderer shall quote in Section I of Paragraph 1(a) in Schedule A (Price Schedule), and any quotation submitted shall be deemed to be, an all-inclusive total price for the Mandatory Item required under this Contract, including without limitation the following items and services:
 - (i) the delivery and installation of the Goods to the location(s) specified in Paragraph 6(a) below and the provision of related services, including any necessary modification works associated with the delivery and installation of the Goods, specified in the Special Conditions of Contract on an F.I.S./Hong Kong basis;
 - (ii) the provision of all necessary accessories as specified in the Technical Specifications;
 - (iii) all handling, packaging, shipping and delivery;
 - (iv) the provision of on-site training and documentation in accordance with Clauses 6 and 7 of the Special Conditions of Contract;

- (v) the provision of all licences and all improved or upgraded version of software of the Goods in accordance with Clauses 8 and 9(e) of the Special Conditions of Contract; and
- (vi) the provision of maintenance services of the Goods throughout the Guarantee Period of at least twenty-four (24) months in accordance with Clause 9 of the Special Conditions of Contract.

A Tender with a quotation on delivery terms other than F.I.S./Hong Kong (e.g. F.O.B., C.I.F./Hong Kong) or without the provision of any of the above items or services will not be considered further.

- (b) To the extent the Tenderer intends to bid for the Optional Items, the Tenderer should provide the quotation for such Optional Items in Section II of Paragraph 1(a) in Schedule A (Price Schedule).
- (c) Apart from the prices quoted in Schedule A (Price Schedule) (the payment of which is subject to the terms and conditions of the Contract), under no circumstances whatsoever will the Government be obliged to pay any other money to the Contractor under or in connection with the Contract or the Goods/Optional Items.
- (d) Pursuant to Paragraph 5.1 of the Terms of Tender (BD-TERMS-1 (December 2015)), a Tenderer is requested to quote the prices in Hong Kong dollars. Prices quoted in US dollars or in currency of the place supplying the Goods may be considered.

4. Particulars of Offer

A Tenderer shall provide in Schedule B (Particulars of Offer) the essential particulars of the Goods offered (i.e. Paragraphs 1(a) to 1(c)). **If a Tenderer fails to submit the above information required together with its Tender before the Tender Closing Time, its Tender will not be considered further.**

5. Statement of Compliance

- (a) A Tenderer shall confirm in Paragraph 1 of Schedule C (Checklist of Compliance) whether the Goods offered can comply with all of the mandatory features stipulated in the Tender Specifications. If the Tenderer does not complete Paragraph 1 of Schedule C (Checklist of Compliance), it shall be deemed that the Tenderer confirms its compliance with the mandatory features in the Technical Specifications. **A Tenderer's Tender will not be considered further if the Tenderer expressly indicates non-compliance with any mandatory features of the Technical Specifications in its Tender; or the Government determines so upon the seeking of any clarification in accordance with Paragraph 21 (Request for Information) of the Terms of Tender (BD-TERMS-1 (December 2015)).**
- (b) For the avoidance of doubt, the Government reserves the right to seek clarifications from a Tenderer to determine, inter alia, if the Goods it has offered comply with the Technical Specifications.

- (c) For the purposes of Sub-paragraph (a) above, if there is any inconsistency between the information, data, drawings or other documents provided by the Tenderer and those provided by the manufacturers of the Goods (whether provided through the Tenderer or obtained by the Government from other sources), the tender evaluation will be based on the information, data, drawings or other documents provided by the manufacturers unless the Tenderer, upon the seeking of any clarification by the Government, resolves such inconsistency to the satisfaction of the Government. For the avoidance of doubt, the Government is not obliged to seek clarification in the event of any apparent inconsistency.

6. **Delivery and Installation Schedule**

- (a) The successful Tenderer should complete the delivery and installation of the Goods to the Pharmaceutical Chemistry Section, 12/F, Lai Chi Kok Government Offices, 19 Lai Wan Road, Lai Chi Kok, Kowloon Bay, Kowloon, Hong Kong or other location in Hong Kong as specified by the Government **within twelve (12) weeks from the date of Tender Acceptance.**
- (b) A Tenderer shall confirm in Paragraph 2 of Schedule C (Checklist of Compliance) that it shall comply with the delivery and installation schedule as stipulated in Sub-paragraph (a) above or provide an earlier delivery and installation schedule for the Government's consideration. If a Tenderer does not complete Paragraph 2 of Schedule C (Checklist of Compliance), it shall be deemed that the Tenderer agrees with and is bound by the delivery and installation requirements as stipulated in Sub-paragraph (a) above.
- (c) If a Tenderer is unable to meet the schedule specified in Sub-paragraph (a) above, it should indicate clearly in Schedule C (Checklist of Compliance) an alternative schedule for the Government's consideration. **A Tender will not be considered further if an alternative schedule which is more than fourteen (14) weeks from the date of Tender Acceptance is proposed.**
- (d) A Tenderer will be bound by the schedule specified in Sub-paragraph (a) above unless an alternative schedule is acceptable to the Government. If a Tenderer does propose an alternative schedule which is acceptable to the Government, it will be bound by such alternative schedule as part of the Contract.

7. **Expected Life Span**

- (a) It is an essential requirement that the expected life span of the offered Goods shall not be less than seven (7) years from the Acceptance Date as stipulated in Clause 12(a)(i) of the Special Conditions of Contract.
- (b) A Tenderer shall specify in Paragraph 3 of Schedule C (Checklist of Compliance) the expected life span of the Goods offered. If a Tenderer does not complete Paragraph 3 of Schedule C (Checklist of Compliance), it shall be deemed that the Tenderer agrees with and is bound by the requirements as stipulated in Clause 12(a)(i) of the Special Conditions of Contract.

- (c) **A Tenderer's Tender will not be considered further if the expected life span of the Goods offered is less than seven (7) years from the Acceptance Date.**

8. Maintenance Requirements

- (a) It is an essential requirement that a successful Tenderer shall guarantee the Goods, or any part or portion thereof, for at least **twenty-four (24) months** commencing from the Acceptance Date and shall provide free warranty maintenance services against all faulty parts and defects in workmanship during the Guarantee Period as detailed in Clause 9 of the Special Conditions of Contract. **If a Tenderer fails to comply with this requirement, its Tender will not be considered further.**
- (b) A Tenderer should note the maintenance requirements as stipulated in Clause 9 of the Special Conditions of Contract. If the manufacturer offers as a standard practice a guarantee period of more than **twenty-four (24) months** for the Goods, or any part or portion thereof, a Tenderer shall provide the information and state clearly in Paragraph 4 of Schedule C (Checklist of Compliance).
- (c) A Tenderer shall specify in Paragraph 4 of Schedule C (Checklist of Compliance) the frequency of on-site preventive maintenance services it will provide and the response time to a service call as detailed in Clause 9 of the Special Conditions of Contract. If a Tenderer does not provide the information as required, it shall be deemed that the Tenderer agrees with and is bound by the requirements stipulated in Clause 9 of the Special Conditions of Contract.
- (d) A Tenderer shall also provide in Paragraph 2 of Schedule D (Information Schedule) information of its service centre, such as the address of the service centre (postal box is not acceptable), contacting phone number, facsimile number, e-mail address and service hours.
- (e) If a local agent is to be appointed by the Tenderer for performing the maintenance/after-sale services, the Tenderer shall provide in Paragraph 2 of Schedule D (Information Schedule) the contact details including the name and address of its local agent (postal box is not acceptable) with the details of warranty coverage, and specify how its local agent could undertake the maintenance/after-sale services in Hong Kong. The Tenderer shall also submit with its Tender a written undertaking issued by the proposed local agent to the effect that it would enter into sub-contract with the Tenderer for performing the maintenance/after-sales services of the Goods should the Tenderer be awarded the Contract. The written undertaking shall be signed by a duly authorised representative of the proposed local agent. **If a Tenderer fails to submit the written undertaking before the Tender Closing Time or by the time which may subsequently be specified by the Government at the Government's discretion, its Tender will not be considered further.** If no information is provided in Paragraph 2 of Schedule D (Information Schedule), it shall be assumed that the Tenderer will itself perform the maintenance/after-sale services.

9. Software Upgrade

- (a) It is an essential requirement that a successful Tenderer shall undertake that free upgrade of all installed instrument software when available shall be provided during the Guarantee Period as detailed at Clause 9(e) of the Special Conditions of Contract.
- (b) A Tenderer should attach with its Tender a price list for upgrade of instrument software and/or annual licence fee after the expiry of the Guarantee Period for the Government's reference.

10. Spare Parts and Special Tools

- (a) It is an essential requirement that a successful Tenderer shall guarantee that the availability of spare parts and special tools for maintenance of the Goods as detailed in Clause 10 of the Special Conditions of Contract.
- (b) A Tenderer shall attach with its Tender a comprehensive list of recommended spare parts (including general and essential spares for routine maintenance) and special tools with unit prices (including exchange/trade-in prices) for the initial twelve (12) months operation of the Goods after the expiry of the Guarantee Period for the Government's reference.
- (c) A Tenderer shall provide in Paragraph 3 of Schedule D (Information Schedule) the lead time for ordering spare parts and special tools kept in Hong Kong and outside Hong Kong.

11. Tenders to Remain Open

Pursuant to Paragraph 4 of the Terms of Tender (BD-TERMS-1 (December 2015)), a Tender submitted in response to this Invitation to Tender shall remain valid and open for acceptance for a period of **not less than 150 days** after the Tender Closing Date.

12. Payment Terms

- (a) Payment to the successful Tenderer for one-time charges shall be made in accordance with payment timetable set out in Paragraph 2 of Schedule A (Price Schedule).
- (b) A Tenderer is requested to indicate in Paragraph 4 of Schedule D (Information Schedule) what discounts it would allow on the Contract Price if payment is made in full within a specified period of time.
- (c) If the successful Tenderer is from a place outside Hong Kong, payment to it shall be made by telegraphic transfer. A Tenderer from a place outside Hong Kong is therefore required to provide its banking details in Paragraph 5 of Schedule D (Information Schedule).

13. **Tender Evaluation**

Without prejudice to other rights and powers of the Government not to consider a Tender under other applicable provisions in the Tender Document, the evaluation of Tenders will be conducted as follows:

(a) **Completeness Check**

A completeness check will be conducted by checking whether the Tender has been submitted in accordance with the procedural requirements stipulated in the Tender Document. **If a Tenderer fails to submit any of the information/documents stipulated in Paragraph 16(a) (Information to be Submitted) before the Tender Closing Time, its Tender will not be considered further.**

(b) **Assessment of Compliance with Essential Requirements**

A Tender will be checked for its compliance with the essential requirements stipulated in the Tender Document. **Any Tender which fails to meet any of the essential requirements will not be considered further.**

(c) **Price Assessment**

(i) The total tender price for Mandatory Item specified in Section I of Paragraph 1(a) in Schedule A (Price Schedule) will be used in the price assessment.

(ii) For price comparison purposes:

(1) the prices for the Optional Items as quoted in Section II of Paragraph 1(a) in Schedule A (Price Schedule), the prices for software upgrade as required in Paragraph 9 above and the prices for recommended spare parts and special tools as required in Paragraph 10 above will **not** be taken into consideration in the price assessment;

(2) any prompt payment discount offered by a Tenderer will **not** be taken into consideration in the price assessment; and

(3) prices quoted in a currency other than Hong Kong dollars will be converted to Hong Kong dollars based on the official opening selling rate of the relevant currency quoted by the Hong Kong Association of Banks on the Tender Closing Date.

(d) **Preference**

If there are more than one lowest conforming offers offering the same price, preference will be given to the offer with the shortest delivery and installation schedule from the date of Tender Acceptance.

14. Negotiations

The Government reserves the right to negotiate with any Tenderer the terms of the Tenderer's Tender and conditions of the Contract. Normally, the Government will be conducted negotiation with the Tenderer whose Tender is identified as the most advantageous to the Government in terms of the evaluation criteria set out in the Tender Document.

15. Contract Deposit

- (a) 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 in Schedule D (Information Schedule) 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 the Government in cash.
- (b) Pursuant to Paragraph 27 of the Terms of Tender (BD-TERMS-1 (December 2015)), if the successful Tenderer elects to pay the Contract Deposit by way of a banker's guarantee, unless otherwise agreed by the Government, the banker's guarantee must be on the terms set out at Attachment C (The Form of Banker's Guarantee).

16. Information to be Submitted

- (a) A Tenderer shall submit the following information/documents in its Tender **before the Tender Closing Time:**
 - (i) the price information for Mandatory Items as required in Section I of Paragraph 1(a) in Schedule A (Price Schedule);
 - (ii) the essential information as required in Paragraphs 1(a) to 1(c) of Schedule B (Particulars of Offer); and
 - (iii) in the case of Paper-based Tendering, Part 4 "Offer to be Bound" of the prescribed Tender Form (G.F. 230) signed by the Tenderer.

Otherwise, the Tenderer's Tender will not be considered further. In relation to Sub-paragraph (a)(iii) above, a Tenderer should note that it must complete and sign Part 4 "Offer to be Bound" of the Tender Form (G.F. 230). If a Tenderer provides the necessary details in its own version of "Offer to be Bound", notwithstanding whether the information is the same as the Tender Form (G.F. 230), its Tender will not be considered further.

- (b) In addition to Sub-paragraph (a) above, a Tenderer is required to provide all other information/documents, duly completed and signed where applicable, requested in the Tender Document or relevant to its Tender, including but not limited to the following:
 - (i) the information as required in Paragraph 7 of Schedule D (Information Schedule);

- (ii) complete product information, including technical and descriptive literature, catalogues and documentary evidence, which is necessary for tender evaluation;
- (iii) the written undertaking issued by the appointed local agent (if any) as stipulated in Paragraph 8(e) of the Terms of Tender (Supplement); and
- (iv) a copy of relevant document showing that the authorised person(s) who sign(s) the “Offer to be Bound” has/have the authority to sign for and on behalf of the Tenderer.

A Tenderer is encouraged to provide all the above information/documents at the same time when it submits its Tender. If any of the above information/documents is missing in a Tender and is not provided upon the Government’s request which may be made pursuant to Paragraph 21 “Request for Information” of the Terms of Tender (BD-TERMS-1 (December 2015)), the Tender will not be considered further.

- (c) In addition to Sub-paragraph (b) above, a Tenderer should provide the items below at the same time when it submits its Tender:
 - (i) other information as required in Schedule B (Particulars of Offer);
 - (ii) other Paragraphs in Schedule D (Information Schedule) in addition to the ones mentioned in Sub-paragraphs (b)(i) and (b)(iv) above;
 - (iii) the information as required in the Appendix (Contact Details);
 - (iv) a price list for upgrade of instrument software and/or annual licence fee after the expiry of the Guarantee Period as required in Paragraph 9(b) of the Terms of Tender (Supplement);
 - (v) a comprehensive list of recommended spare parts and special tools with unit prices (including exchange/trade-in prices) for the initial twelve (12) months operation of the Goods after the expiry of Guarantee Period as required in Paragraph 10(b) of the Terms of Tender (Supplement);
 - (vi) a copy of a valid Business Registration Certificate or other valid business document issued by a governmental or competent authority; and
 - (vii) a copy of the Certificate of Incorporation and Certificate of Change of Name (if any), or other valid business document issued by a governmental or competent authority.

If any of the above information/documents is missing in a Tender and is not provided upon any request which may be made pursuant to Paragraph 21 (Request for Information) of the Terms of Tender (BD-TERMS-1 (December 2015)), the Tender may not be considered further.

- (d) Nothing in this Paragraph shall limit the Government's absolute right to determine or to request any other information/documents in connection with or arising out of this Invitation to Tender.

17. Deletion

For the purpose of this Invitation to Tender, Paragraph 6 (Checklist of Compliance), Paragraph 7.1(k) (Company/Business Organisation Status), Paragraph 10 (Manufacturer's Agreement), Paragraph 12 (Authenticity of Documents submitted), Paragraph 23 (Negotiations), Paragraphs 27.2 and 27.3(b) (Contract Deposit) and Annex of the Terms of Tender (BD-TERMS-1 (December 2015)) are deleted.

APPENDIX

(To be completed and returned together with the tender submission)

Contact details of:

- (1) the Government Representative: Mr. SHAM Wing-cheong,
Chief Chemist (Other Scientific Services Group)
- the Procuring Department: Government Laboratory
- Address: Room 623, 6/F, Ho Man Tin Government Offices
88 Chung Hau Street
Homantin
Hong Kong
- Attn: Miss Grace YIU, Supplies Officer
- Facsimile Number: (852) 2714 4374
- Email Address: lkyiu@govtlab.gov.hk
- (2) the Tenderer:
- Address:
- Attn:
- Facsimile Number:
- Email Address:
- (3) Process Agent (for a Tenderer incorporated, formed or established outside Hong Kong):
- Address:
- Attn:
- Facsimile Number:
- Email Address:

**Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory**

Special Conditions of Contract

1. Contract Period

Subject to any provision for earlier termination or extension of this Contract, this Contract shall be effective from the date of Tender Acceptance and shall expire on the date of the expiry of the Guarantee Period of the Goods.

2. Contractor's Acknowledgement

Pursuant to Clause 1 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor acknowledges that it has been fully informed of and is fully aware of the purposes for which the Goods and Optional Items are to be used by the Government as specified in the Contract.

3. Conduct of the Work

- (a) In relation to the supply and installation of the Goods, the Contractor shall carry out the installation, connection and modification works with all due and reasonable diligence and despatch.
- (b) The Contractor shall, through the Government Representative, keep the Government informed of all matters related to its obligation assumed under the Contract within the knowledge of the Contractor and shall answer all reasonable enquiries received from the Government Representative.
- (c) The Contractor shall attend all meetings convened by the Government Representative to which it may be summoned and shall advise and assist the Government on all matters relating to the duties and obligations it has assumed under this Contract.
- (d) All materials supplied to the Contractor by the Government for the purposes of this Contract shall remain the property of the Government and shall be returned in good and functional condition on or before the Acceptance Date or such later time as the Government Representative may agree.

4. Delivery and Installation Requirements

- (a) The Contractor shall complete the delivery and installation of the Goods and Optional Items (if ordered by the Government) to the Pharmaceutical Chemistry Section, 12/F, Lai Chi Kok Government Offices, 19 Lai Wan Road, Lai Chi Kok, Kowloon Bay, Kowloon, Hong Kong or other location in Hong Kong as specified by the Government **within twelve (12) weeks from the date of Tender Acceptance** or any other alternative schedule as agreed by the Government.

- (b) Prior to the delivery of the Goods and Optional Items (if applicable), the Contractor should contact the Supplies Officer of GL on telephone no. (852) 2762 3797 and/or facsimile no. (852) 2714 4374 for making the necessary arrangement.
- (c) Pursuant to Clause 6 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor shall be responsible for the packaging and delivery of the Goods and Optional Items (if applicable) and other parts which are required for the successful on-site installation, testing and commissioning, and acceptance of the Goods and Optional Items (if applicable).
- (d) The Contractor's delivery note must be accompanied by a copy of the order.
- (e) Upon the completion of delivery, the Contractor shall be responsible for unpacking the Goods and Optional Items (if applicable) and shall remove all packing cases or other containers in which the Goods and Optional Items (if applicable) are delivered.
- (f) The Contractor shall be responsible for the site preparation for the installation and housing of the Goods and Optional Items (if applicable), including the installation of stainless steel gas lines from gas cylinders to the designated locations where necessary.
- (g) The proposal of modification works shall be submitted for prior approval by relevant Government department(s) when necessary. Depending on the complexity of the works, it shall be conducted and certified by qualified engineer(s) and certificate(s) of compliance shall be provided if required. The modification works shall be completed with acceptance by relevant Government department(s) prior to the delivery of the Goods and Optional Items (if applicable).
- (h) In cases where modification works associated with the delivery, storage before installation and installation of the Goods and Optional Items (if applicable) are required, the Contractor shall be fully responsible for all the expenses and liability. The Contractor shall be aware of the water supply, drainage, exhaust, air conditioning, and any other dimensions such as door frames, corridor, ceiling height, etc. in connection with the installation of the Goods and Optional Items (if applicable).
- (i) The Contractor shall be fully responsible for the expenses of any modifications required for the installation of the Goods and Optional Items (if applicable). The noise level of the room housing the Goods and Optional Items (if applicable) shall comply with local occupational health and safety regulations.
- (j) The Contractor shall supply all labour, installation kits, cables, tubings, spare parts, consumables including necessary chemicals and standards, and necessary accessories for installation, acceptance tests and commissioning of the Goods and Optional Items (if applicable).
- (k) The Contractor shall be responsible for installation of the Goods and Optional Items (if applicable) ensuring full compliance with local and international structural and electrical standards and requirements. After installation of the Goods and Optional Items (if applicable), certificate of the installed items for compliance with structural and electrical requirements signed by relevant registered person(s) shall be provided by the Contractor upon request by the Government at no additional charge.

5. Acceptance Tests

- (a) Without prejudice to Clause 9 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Goods and Optional Items (if ordered by the Government) shall be subject to acceptance tests after delivery and installation. The acceptance tests shall be conducted at time to be agreed with the Government Representative. The Contractor shall be responsible for the supply of all necessary materials and consumables for conducting the acceptance tests. During the acceptance tests, the Contractor shall demonstrate that the functions and performance of the Goods and Optional Items (if applicable) in the presence of the Government Representative are in compliance with the Technical Specifications.
- (b) Upon completion of the acceptance tests, the Contractor shall within four (4) weeks submit to the Government Representative the test results in a format agreed with the Government Representative for approval. The Government Representative will within four (4) weeks after receipt of the test results inform the Contractor whether or not the test results are in order. The Contractor shall make any reasonable amendments to the test report as the Government Representative may require.
- (c) The Acceptance Date of the Goods and Optional Items (if applicable) shall be determined by the Government based upon the satisfactory completion of such acceptance tests as agreed by the Government Representative and the issuance of the Acceptance Note.
- (d) From the date of commencement of the acceptance tests, the Government shall be entitled to use the Goods and Optional Items (if applicable) at no cost and the Contractor shall provide free of charge such maintenance services for the Goods and Optional Items (if applicable) as may be necessary to maintain them in full working order until they are accepted by the Government.

6. Training

- (a) The Contractor shall arrange and provide (at no additional charge to the Government as the Contract Price already covers them) the following training to the Government within four (4) weeks from the Acceptance Date:
 - (i) at least one (1) three-day course of on-site comprehensive operation training and routine maintenance training of the Goods to at least six (6) Government staff in operation, data acquisition and use of instrument software for data processing, routine maintenance and trouble-shooting technique; and
 - (ii) at least one (1) full-day course of on-site service training for the maintenance of the Goods to at least six (6) Government staff. The course shall cover basic theory of operation, circuit description, trouble-shooting technique, calibration and alignment, adjustment, etc.
- (b) The training shall be conducted at a venue to be designated by the Government.

- (c) The Contractor shall arrange and conduct the training in accordance with the requirements stipulated in Attachment B (Guidelines for Training).

7. Manuals

- (a) The Contractor shall, on the delivery of the Goods, provide the Government free of charge with at least three (3) sets of operation and service manuals, of which one (1) set must be in original hard copy. The manuals shall cover at least principles of operation, circuit diagrams, schematic and block diagrams, trouble-shooting techniques/guides, maintenance and operation instructions, calibration and alignment procedures, preventative procedures and a full part list.
- (b) All manuals shall be written in English. The Contractor shall be responsible for updating the manuals during the Guarantee Period.

8. Licence

The Contractor shall grant or procure to be granted to the Government a non-exclusive and perpetual licence to use the software on and in conjunction with the Goods.

9. Maintenance Services

- (a) Without prejudice to Clause 14 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor shall guarantee the Goods, or any part or portion thereof, for a period of at least **twenty-four (24) months** or the period stipulated in Schedule C (Checklist of Compliance), whichever is the longer, commencing from the Acceptance Date (“Guarantee Period”).
- (b) The Contractor shall during the Guarantee Period provide the following free warranty maintenance services to maintain the Goods in their full working conditions at no charge to the Government:
 - (i) on-site preventive maintenance services **at least one (1) time per year** or according to the frequency committed in Schedule C (Checklist of Compliance), whichever is the higher. The on-site preventive maintenance services shall include without limitation annual safety check, routine performance check and maintenance work, inspection and testing of the Goods (both functional and electrical safety tests shall be included), adjustment and cleaning of the Goods, replacement of pump oil, software upgrade and replacement of defective parts of the Goods; and
 - (ii) on-site corrective maintenance services, which shall include without limitation inspection, electrical safety check, testing and diagnosing any fault reported, and carrying out such repair, adjustment and replacement of parts as may be necessary to restore the Goods to proper working conditions.

- (c) The Contractor undertakes and warrants that it shall attend to a service call(s) and in any event within forty-eight (48) hours or the period of time committed in Schedule C (Checklist of Compliance), whichever is the shorter, from the time when the service call is made. The Contractor also undertakes if the period between the reporting and the rectification of any faults is more than five (5) working days, the Guarantee Period shall be extended by a corresponding period of time.
- (d) The Contractor shall provide all spare parts, special tools and consumables that are required for maintaining the Goods in its full working order at no additional charge to the Government during the Guarantee Period.
- (e) During the Guarantee Period, the Contractor shall also deliver to the Government any improved and upgraded version of the software together with any amendments to the maintenance and operational manuals, and install the improved/upgraded software into the Goods free of all charges to the Government.
- (f) The Contractor shall, at its own expense, make good, to the satisfaction of the Government Representative, any defects on the Goods due to poor workmanship or faulty design which may arise during the Guarantee Period. Parts which have been replaced under this Clause shall have a new Guarantee Period of at least twenty-four (24) months or the period stipulated in Schedule C (Checklist of Compliance), whichever is the longer, commencing from the date of replacement.
- (g) The Contractor shall complete and maintain service records for both preventive and corrective maintenance services in respect of the Goods rendered during the Guarantee Period. The Government reserves the right to inspect or to request for copies of these records at any time as it may see fit before or after the Guarantee Period has expired. Each of the service records shall include the following contents:
 - (i) description of the Goods;
 - (ii) nature of service (preventive or corrective);
 - (iii) date and time of fault reported;
 - (iv) date and time of fault corrected;
 - (v) action taken;
 - (vi) spare parts used; and
 - (vii) current prices of spare parts used.
- (h) The Contractor shall provide the post-warranty maintenance service to the Government (if ordered by the Government) at the rates/unit prices as specified in Schedule A (Price Schedule) and subject to the same terms and conditions set out in Sub-clauses (b), (c) and (e) above and the other applicable provisions of the Contract save that references to “Guarantee Period” shall mean the period of the post-warranty maintenance service.

10. Spare Parts and Special Tools

The Contractor guarantees that spares parts and special tools shall be available for sale during the expected life span of the Goods. The Contractor also undertakes and warrants that sufficient spare parts and special tools shall be held in Hong Kong to cater for the maintenance services during the Guarantee Period.

11. Passage and Transport

- (a) The Contractor shall, at its own cost, be responsible for the passage of its employees, agents and sub-contractors from places outside Hong Kong to Hong Kong or vice versa for the performance of the Contract.
- (b) The Contractor shall, at its own cost, be responsible for providing transportation within Hong Kong for its employees, agents and sub-contractors and its equipment.

12. Contractor's Warranties

- (a) Without prejudice to Clause 2 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor further warrants that:
 - (i) the Goods shall have an expected life span of at least seven (7) years from the Acceptance Date;
 - (ii) the Goods were manufactured at the place specified in Schedule B (Particulars of Offer); and
- (b) Without prejudice to Clause 14 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor shall conduct calibration and perform final inspection and acceptance tests of the Goods for each repair order at no additional charge to the Government to prove that the Goods function properly after repair.

13. Remedy on Contractor's Failure to Perform

(a) Pre-acceptance Stage

If after delivery and installation of the Goods but prior to acceptance of the Goods, the Contractor fails to demonstrate to the Government within eight (8) weeks that the Goods installed comply with the Technical Specifications in every respect, the Government may terminate this Contract by notice in writing addressed to the Contractor without prejudice to any other rights which the Government may have against the Contractor.

(b) Within Guarantee Period

If during the Guarantee Period, the Contractor fails to maintain the Goods to their performance specifications such that the Goods remain unfit for use for a cumulative period of ninety (90) days, the Government may without prejudice to other remedies:

- (i) proceed, after serving notice of intent on the Contractor, to do the work at the Contractor's risk and expense; or
- (ii) terminate the Contract and demand a rebate of any payment made in respect of the Goods by notice in writing addressed to the Contractor and the Contractor shall forthwith pay back to the Government such sum or sums so demanded.

14. Payment Terms

- (a) Pursuant to Clause 13 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), payment in respect of the Mandatory Item and Optional Items (if ordered by the Government) supplied shall be arranged by GL. To enable speedy payment to be made, all invoices and correspondence regarding payment for the Goods and Optional Items (if applicable) accepted should be forwarded by the Contractor to the appropriate office to which the Goods and Optional Items (if applicable) are delivered. The Government shall not be held responsible for any delay in payment if invoices or correspondence are not properly addressed in the manner stipulated in Clause 13 of the General Conditions of Contract (BD-TERMS-1 (December 2015)).
- (b) Unless otherwise agreed, payment to the Contractor in respect of the Mandatory Item supplied and Optional Items (if order by the Government) will be made in Hong Kong dollars in accordance with the payment timetable set out in Schedule A (Price Schedule). If the prices quoted are in a currency other than Hong Kong dollars, the conversion rate of the specified currency to Hong Kong dollars shall be based on the official opening selling rate quoted by The Hongkong and Shanghai Banking Corporation Limited ruling on the date of payment by the Government.
- (c) If the Contractor is located outside Hong Kong, payment to it shall be made by telegraphic transfer to the Contractor's bank account as specified in Schedule D (Information Schedule). All charges imposed by banks outside Hong Kong shall be borne by the Contractor. In addition, any charges imposed by banks for carrying out any special requests by the Contractor shall be borne by the Contractor, or the Contractor shall reimburse the Government for the same if the Government has settled such charges with the banks.

15. Contract Deposit

- (a) Pursuant to Clause 16 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), if the Contractor pays the Contract Deposit by way of a banker's guarantee, it must be on the terms set out at Attachment C (The Form of Banker's Guarantee).
- (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. If the Contract Deposit is pay by way of cash, if any is remaining, the balance shall be returned to the Contractor without interest in accordance with the same applicable date as the banker's guarantee may be released as specified in Clause 7 of Attachment C (The Form of Banker's Guarantee).

16. Termination of the Contract

- (a) Without prejudice to Clause 19 of the General Conditions of Contract (BD-TERMS-1 (December 2015)) and any other rights and remedies of the Government under the Contract or at law, the Government shall be entitled to terminate the Contract if:
 - (i) the Contractor abandons the Contract in part or in whole;
 - (ii) the Contractor assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
 - (iii) the Contractor, or an associate or associated person of the Contractor, or a director or any other officer in the management position of the Contractor or of such associated person or associate (who has been in such office any time during the 12 months preceding the Contract Period or during the Contract Period) has been convicted of any criminal offence in Hong Kong based on any acts committed in the bidding or performance of any contract awarded by the Government (including without limitation any offence of conspiracy to defraud the Government).
- (b) Each of the grounds entitling the Government to terminate the Contract as specified in Sub-clause (a) above and/or Clause 19 of the General Conditions of Contract (BD-TERMS-1 (December 2015)) shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provisions of this Contract.
- (c) For the purpose of Sub-clause (a)(iii) above, the terms "associate", "associated person" and "director" shall have the same meanings given to them in Clause 21.3 of the General Conditions of Contract (BD-TERMS-1 (December 2015)).

17. Consequences of Contract Termination

Without prejudice to Clause 19 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), upon expiry or early termination (howsoever occasioned) of the Contract (“Termination”):

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government’s rights and remedies under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to a party prior to the Termination; and
 - (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive Termination of the Contract (however occasioned);
- (b) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to the Termination;
- (c) without prejudice to the other rights and remedies of the Government including the right to seek indemnity under Clause 18 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), the Contractor shall be liable for all losses, damages, costs and expenses incurred by the Government arising from the Termination including without limitation the excess contract price payable by the Government for procuring similar goods under a separate contract in comparison with the price for such Goods which could have been procurable hereunder;
- (d) if the Termination occurs before the issuance of the Acceptance Note, the Contractor shall remove those Goods which have been rejected by the Government (if any) from the Government’s premises at the Contractor’s own cost and expenses without delay; and
- (e) the Contractor shall refund to the Government the purchase price paid for the Goods which have subsequently been rejected pursuant to Clause 10 of the General Conditions of Contract (BD-TERMS-1 (December 2015) plus interest. The interest referred to in this Sub-clause shall accrue from the original date of payment by the Government of such sum to be refunded up to the date of actual refund in full by the Contractor (as well after as before judgment) at the rate of 5% above the rate per annum as announced by the Hongkong and Shanghai Banking Corporation Limited from time to time to be its prime lending rate for Hong Kong dollars. Such interest shall accrue on a daily basis in a year of 365 days.

18. Policy of Insurance and Compensation

Pursuant to Clause 24 of the General Conditions of Contract (BD-TERMS-1 (December 2015)), in the event of any workman or other person employed on the works or in connection with the Contract suffering any personal injury and whether there be a claim for compensation or not, the Contractor shall without delay give notice in writing of such personal injury to the Government.

19. Technology Substitution

- (a) During the continuance of this Contract, the Contractor undertakes to offer to the Government and the Government may at any time before delivery of any unit of the Goods and at its sole option elect to accept any units of the goods in substitution for units of the Goods where the substitute units contain new technology or have performance characteristics similar to or better than any units of the Goods supplied under this Contract.
- (b) Such substitute units shall be offered to the Government at the Contractor's then prevailing prices including discount offered to the Contractor's most favoured customers for the same items, in the same quantities, and on substantially similar terms and conditions, delivery schedule, and place of performance. In the event that Government elects to accept the substitute unit of goods for the Contract, the provisions of this Contract shall apply to such substitute unit.

20. Illegal Workers

- (a) The Contractor undertakes not to employ illegal workers in the execution of this Contract or any other Government contracts. Should the Contractor be found to have employed illegal workers in breach of this undertaking, the Government Representative may, on behalf of the Government, by notice in writing, terminate the Contract and the Contractor is not entitled to claim any compensation.
- (b) The Contractor shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract under Sub-clause (a) above.

21. Admission of Contractor's Personnel to Government Premises

- (a) The Government Representative reserves the right to refuse admission to any premises of the Government any person employed or engaged by the Contractor, whose admission would be, in the sole and absolute opinion of the Government Representative, undesirable.

- (b) If and when directed by the Government Representative, the Contractor shall provide to the Government a list of the names, addresses and telephone numbers of all Contractor personnel who may at any time require admission on behalf of the Contractor to any premises of the Government for performing the work. Such list shall specify the capacities in which these persons are employed or appointed by or otherwise connected with the Contractor and shall contain such other particulars as the Government Representative may reasonably require.
- (c) The Contractor shall ensure that all its Contractor personnel who have been given access to any premises of the Government comply with any security, health and safety or other policies and regulations that apply to such premises. The Contractor shall also ensure that its operation does not disrupt the orderly operation at the Government's premises.
- (d) In the event that the Contractor fails to comply with Sub-clause (b) or (c) above and the Government Representative determines that such failure is prejudicial to the interest of the Government, the Government Representative may thereupon terminate the Contract.

22. Contractors' Performance Monitoring

The Contractor shall note that its performance will be monitored and may be taken into account when its future offers for other tenders/quotations exercises are evaluated.

23. Deletion

For the purpose of this Contract, Clause 4 (Total Quantities), Clause 6.2 (Order and Delivery), Clause 7 (Delivery Documents (For Goods sold on FOB or CIF Terms)), Clause 9.4(b) (Inspection and Acceptance), Clause 13.4 (Payment of the Contract Price) and Clause 16.2(b) (Contract Deposit) of the General Conditions of Contract (BD-TERMS-1 (December 2015)) are deleted.

**Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory**

Technical Specifications

Notes: All features in the Technical Specifications are mandatory features. All mandatory features are essential requirements. A Tenderer's offer that fails to comply with any of the essential requirements will **not** be considered further.

1 Purpose

The integrated liquid chromatography mass spectrometric system ("LC-MS" system) shall be capable of performing unattended simultaneous qualitative and quantitative analysis of pharmaceutical preparations.

2 General requirements

2.1 The LC-MS system shall be equipped with tandem mass spectrometer(s) for performing qualitative and quantitative measurements simultaneously. The LC-MS system shall consist of, but not limited to:

2.1.1 At least one set of high performance liquid chromatograph ("HPLC") system;

2.1.2 At least one mass spectrometer ("MS") unit that is capable of performing tandem mass spectrometry (MS/MS) and *MS³ functions; and

*Note: MS³ is a technique to monitor the transition of a precursor ion to its product ion which is further fragmented to produce another product ion(s).

2.1.3 At least one system control and data handling unit ("Workstation") for controlling the operation of the LC-MS system and processing data generated from the MS.

3 HPLC system

3.1 The HPLC system shall consist of:

- an auto-sampling unit (Section 3.2);
- a solvent delivery unit (Section 3.3);
- an online degasser unit (Section 3.4);
- a column compartment unit (Section 3.5); and
- a diode-array detector ("DAD") unit (Section 3.6).

All units in the HPLC system shall be fully compatible and operable with the MS unit (Section 4) when they are used in tandem.

3.2 Auto-sampling unit

3.2.1 The auto-sampling unit shall be compatible with the Workstation and other units comprising the HPLC system for automatic operation.

- 3.2.2 The auto-sampling unit shall be capable of accommodating at least 80 sample vials of capacity ≥ 1.5 mL per sample vial.
- 3.2.3 Injection volume range shall be selectable from 1 μ L to 50 μ L or wider range with 1 μ L increment.
- 3.2.4 Needle wash by solvent in between sample injections shall be available.
- 3.2.5 The auto-sampling unit shall be equipped with a thermostatic control function for the settable temperature covering the range from 5°C to 40°C or wider range.
- 3.3 Solvent delivery unit
 - 3.3.1 The solvent delivery unit shall be capable of mixing at least two (2) solvents for isocratic and gradient operation. For the latter, the solvent delivery unit shall be programmable from 0% to 100%, with 1% increments for each of the solvents. The sum of the percentage compositions of all solvents used must be equal to 100%.
 - 3.3.2 Settable flow of solvent shall cover the range from 0.01 mL/min to 1 mL/min or wider range, with increments not larger than 0.01mL/min.
 - 3.3.3 The maximum operating pressure shall be 8,000 psi or higher.
 - 3.3.4 Flow precision shall be of ≤ 0.1 % RSD or ≤ 0.05 min SD, whichever is greater.
- 3.4 Online degasser unit
 - 3.4.1 The online degasser unit shall contain at least four (4) degassing channels. Each degassing channel shall be capable of accommodating a flow rate not smaller than 1 mL/min.
- 3.5 Column compartment unit
 - 3.5.1 The column compartment unit shall hold at least two (2) normal analytical columns which are of 250 mm in length each, and shall be temperature settable in the range from 5°C to 50°C or wider range.
- 3.6 DAD unit
 - 3.6.1 The DAD unit shall perform detection at the wavelength range covering 200 nm to 600 nm.
 - 3.6.2 Wavelength accuracy shall be within ± 1 nm.
 - 3.6.3 Signal drift shall be less than 1×10^{-3} AU.
 - 3.6.4 Noise level shall be within $\pm 3 \times 10^{-6}$ AU/hour.

4 MS unit

4.1 The MS unit shall be:

- a bench-top type or equivalent model;
- used for both quantitative and qualitative analysis with various operation functions including full scan mass analysis, product ion scan, MS/MS and MS³; and
- equipped with a syringe pump or device for direct injection and/or infusion function.

Note: In case of more than one MS unit is provided, (e.g. one for MS/MS while another for MS³ analysis), each MS unit shall be equipped with its own HPLC system (Section 3), syringe pump or device (Section 4.1), and Workstation (Section 5).

4.2 The MS unit shall be capable of performing electrospray ionization (“ESI”) and atmospheric pressure chemical ionization (“APCI”) under both positive and negative ion modes. It shall also allow polarity switching (positive to negative ion mode or *vice versa*) within any single analytical run.

4.3 The polarity switching time shall be not greater than 50 milli-seconds.

4.4 Under both the APCI and the ESI modes, all settable parameters shall be controllable through the Workstation (Section 5) and the MS unit shall be capable of performing at least the following functions:

- full scan mass spectrometry;
- selected ion monitoring (“SIM”);
- multiple reaction monitoring (“MRM”) or selected reaction monitoring (“SRM”);
- neutral loss scan;
- product ion scan;
- precursor ion scan, and
- MS³.

4.5 The MS unit shall have the mass range (“m/z”) covering 50 a.m.u. to 1,000 a.m.u. The scanning range shall be selectable via Workstation (Section 5).

4.6 The mass stability or mass axis stability shall be at least 0.1 a.m.u. for 8 hours or longer duration under normal operating temperature.

4.7 Dynamic range of the detector of the MS unit shall be at least has five (5) orders of magnitude.

4.8 Scanning speed shall be at least 10,000 a.m.u./sec and controllable through the Workstation (Section 5).

4.9 The MS unit shall have a collision cell or equivalent device to perform ion fragmentation. The collision parameters shall be controllable through the Workstation (Section 5).

4.10 The gas supply to the collision cell device shall be controllable through the Workstation (Section 5).

4.11 Sensitivity of MS/MS in positive ESI mode:

- At a continuous flow rate between 200 $\mu\text{L}/\text{min}$ to 1,000 $\mu\text{L}/\text{min}$; and
- An on-column injection of 1 pg of reserpine shall produce a peak with minimum signal-to-noise ratio of 40,000:1 in MRM or equivalent mode at m/z 609 \rightarrow m/z 195.

4.12 Sensitivity of MS³ experiments in positive ESI mode:

A direct injection of 1 pg of reserpine shall produce a peak with minimum signal-to-noise ratio of 20:1 at m/z 609 \rightarrow m/z 397, which is further fragmented to the product ion at m/z 365.

4.13 Ion source for ESI mode:

- Flow rate compatibility shall be up to 1 mL/min or above; and
- Source temperature shall be settable up to 500°C or higher.

4.14 Ion source for APCI mode;

- Flow rate compatibility shall be up to 1 mL/min or above; and
- Source temperature shall be settable up to 250°C or higher.

5 Workstation

5.1 The Workstation shall be equipped with hardware, interface, operating system and application software to control, acquire and process data from the LC-MS system. It shall be fully compatible with the LC-MS system.

5.2 The Workstation shall have a minimum configuration of:

- 2.8GHz Intel i5 CPU;
- 8GB RAM;
- four USB 3.0 ports;
- one TB hard disk;
- one DVD +/- RW with fully licensed software and interface;
- one LCD monitor with diagonal size of 24-inch;
- one pair of speakers;
- one Ethernet 10/100 Mbps LAN adapter card;
- one optical mouse, one (1) keyboard; and
- a licensed anti-virus software.

5.3 The Workstation shall have a fully licensed Microsoft® Windows 7 or the latest version of operating system, or equivalent. The license shall be upgradable to Microsoft® Windows 10 without extra cost. The operating system shall be fully compatible with the application software.

5.4 The Workstation shall have a fully licensed Microsoft® Office 2016 professional or the latest version of data and word processing software, or equivalent.

5.5 Application software for control of instrument parameters, acquisition of data and generation of analysis report under the proposed operating system shall be compatible with the processing software provided in Section 5.4.

5.5.1 The application software shall include following:

- (a) operate under a multi-tasking environment to fully control the LC-MS system and be capable of real time display of operating conditions and methods;
- (b) offline display, including overlay, subtract and zooming of multiple signals such as total ion chromatogram (“TIC”), subtracted ion chromatogram and spectra;
- (c) capable of acquiring and displaying multiple signals within any single run;
- (d) capable of conducting data processing functions, including manual and automatic integration of chromatographic peaks and peak width/noise threshold/baseline control parameters;
- (e) enable calibration using either peak height or area with linear or quadratic fits;
- (f) calibration information for each compound shall be accessible on screen;
- (g) include target and qualifier ions, retention time windows and regression outputs;
- (h) have multi-tasking capability to display, review and manipulate previously acquired data files while acquisition of new data is in progress;
- (i) be completely automated for data processing and report generation such as quality control reports, summary reports including graphics, chromatograms, mass spectra and details of instrumental condition and results;
- (j) allow simultaneous generation and printing of reports without interruption when acquisition of data proceeds in the background; and
- (k) all calibration and integration data shall be permanently saved in the Workstation and shall be retrievable at any time.

6 Standard Accessories

6.1 Nitrogen and/or gas generator unit

6.1.1 The gas generator unit shall be capable of generating nitrogen necessary for the operation of the LC-MS system.

(Note: In case more than one MS unit is provided, the gas generator(s) shall be capable of supplying the nitrogen used by all MS units in use simultaneously.)

6.2 Uninterruptible power supply (“UPS”)

6.2.1 The UPS shall be capable of supporting the operation of the LC-MS system including the HPLC system, MS unit and the Workstation (but excluding the nitrogen and/or gas generator) for a minimum of eight (8) minutes in the event of power failure or interruption. The UPS shall comply with IEC 62040 or equivalent standards.

(Note: In case more than one MS unit is provided, the UPS(s) shall be capable of supplying all MS units in use simultaneously.)

7 Power and Electrical Safety Requirements

- 7.1 The LC-MS system shall remain operational and comply with the technical requirements specified above throughout the voltage range of $220V \pm 6\%$, $50Hz \pm 2\%$, single-phase AC mains power supply.
- 7.2 The LC-MS system, with the exception of the Workstation (Section 5), UPS (Section 6.2) and accessories (Sections 3.2 to 3.6), shall comply with following:
- the electrical safety requirement of IEC 61010 or equivalent standards; and
 - the electromagnetic compatibility requirement of IEC 61326 or equivalent standards.

Glossary List for Technical Specifications

| <u>Abbreviation</u> | <u>Full Description</u> |
|----------------------------|---|
| °C | Degree-Celsius |
| µL | Micro-Litre |
| AC | Alternating current |
| a.m.u. | Atomic Mass Unit |
| a.m.u./sec | Atomic Mass Unit per second |
| APCI | Atmospheric pressure chemical ionisation |
| AU | Arbitrary unit |
| CPU | Central Processing Unit |
| DAD | Diode-array detector |
| DVD+/-RW | Digital Versatile Disc-Rewritable |
| ESI | Electrospray ionisation |
| GB | Gigabytes |
| GHz | Giga Hertz |
| Hz | Hertz |
| HPLC | High performance liquid chromatograph |
| IEC | International Electrotechnical Commission |
| V | Volt |
| LAN | Local Area Network |
| LC | Integrated liquid chromatograph |
| LCMS | Integrated liquid chromatograph mass spectrometric system |
| LCD | Liquid crystal display |
| Mbps | Megabit per second |
| min | Minute |
| mL | Milli-Litre |
| mL/min | Milli-Litre per minute |
| µL/min | Micro-Litre per minute |
| m/z | Mass-to-charge ratio |
| mm | Millimetre |

Glossary List for Technical Specifications

| <u>Abbreviation</u> | <u>Full Description</u> |
|----------------------------|---|
| MS | Mass Spectrometric |
| MS/MS | Tandem quadrupole mass spectrometric system |
| nm | Nanometre |
| pg | Picogram |
| psi | Pound per square inch |
| RAM | Random Access Memory |
| RSD | Relative Standard Deviation |
| SD | Standard Deviation |
| TB | Terabyte |
| UPS | Uninterruptible power supply |
| USB | Universal Serial Bus |
| \geq | Greater or equal to |
| \leq | Smaller of equal to |
| % | Percentage |

Schedule A (Price Schedule)

(To be completed and returned together with the tender submission)

1(a) The Contract Price

Section I - Mandatory Item

[Please refer to Paragraph 3(a) of the Terms of Tender (Supplement).]

| Item | Description | Quantity | Estimated Contract Price (HK\$/FIS/HK) |
|-------------|---|-----------------|---|
| 1. | An integrated liquid chromatograph mass spectrometric system as detailed in the Technical Specifications. | 1 set | |

Name of Tenderer: _____

Schedule A (Price Schedule)

(To be completed and returned together with the tender submission)

Section II - Optional Items

[Please refer to Paragraph 3(b) of the Terms of Tender (Supplement).]

| Item | Description | Estimated Quantity | Rate/Unit Price (HK\$/FIS/HK) |
|-------------|--|---------------------------|--------------------------------------|
| 1. | Other ionization sources e.g. a dual (hybrid) ion sources of ESI and APCI | 1 lot | |
| 2. | Various types of LC components and columns for use with the HPLC system(s) | 1 lot | |
| 3. | Any software(s) and hardware components for upgrading the LC-MS system | 1 set | |
| 4. | MS spectra library for common pesticides or drugs, if available | 1 set | |
| 5. | Additional operating software to facilitate the operation of a standalone high performance liquid chromatograph | 1 lot | |
| 6. | Additional unit(s) of the HPLC system, fulfilling the corresponding specifications as described in Sections 3.2, 3.3, 3.4, 3.5 and 3.6 respectively of Technical Specifications | 1 lot | |
| 7. | Additional control/data management station including a 24" LCD color display equipped with suitable hardware and licensed software for remote off-line data processing and setting up methods. This station should be capable of serving as backup for operating the LC-MC system | 1 lot | |
| 8. | Additional set of nitrogen and/or gas generator | 1 lot | |

Name of Tenderer: _____

Schedule A (Price Schedule)

(To be completed and returned together with the tender submission)

1(a) The Contract Price**Section II - Optional Items (Cont'd)**

| Item | Description | Annual Charge (HK\$) |
|------|---|----------------------|
| 9. | Post-warranty maintenance services including all spare parts, special tools and the provision of manpower | |
| | Year 1 (free warranty) | Free warranty |
| | Year 2 (free warranty) | Free warranty |
| | Year 3 | |
| | Year 4 | |
| | Year 5 | |
| | Year 6 | |
| | Year 7 | |
| 10. | Post-warranty maintenance services <u>for the provision of manpower only</u> | |
| | Year 1 (free warranty) | Free warranty |
| | Year 2 (free warranty) | Free warranty |
| | Year 3 | |
| | Year 4 | |
| | Year 5 | |
| | Year 6 | |
| | Year 7 | |

Name of Tenderer: _____

Schedule A (Price Schedule)

(To be completed and returned together with the tender submission)

- Notes:
- (i) The prices quoted for Mandatory Item specified in Section I of Paragraph 1(a) above shall include all costs stipulated in Paragraph 3(a) of the Terms of Tender (Supplement).
 - (ii) A Tenderer shall provide detailed description and model/part no. of each item offered.
 - (iii) For Paper-based Tendering, a Tenderer is reminded to sign and submit the “Offer to be Bound” of the Tender Form (G.F. 230) in its prescribed form when submitting its Tender. **If a Tenderer provides the necessary details in its own version of “Offer to be Bound”, notwithstanding whether the information is the same as the Tender Form, the Tenderer’s Tender will not be considered further.**
 - (iv) A Tenderer shall note the tender validity requirement stipulated in Paragraph 11 (Tenders to Remain Open) of the Terms of Tender (Supplement). **A Tender with a shorter tender validity period will not be considered further.**
 - (v) Please use separate sheet(s) if the space provided above is inadequate.

1(b) Calculation of Contract Price

Contract Price = [The total amount quoted in Section I of Paragraph 1(a) above for the Mandatory Item accepted by the Government] + [Actual quantity of Optional Items (if ordered by the Government) accepted by the Government x Rate/Unit Price/Annual Charges quoted in Section II of Paragraph 1(a) above]

2 Payment Timetable

(i) One-time Charges

Subject to the other provisions of the Contract, the one-time charges for Mandatory Item specified in Section I of Paragraph 1(a) above and the Optional Items 1 to 8 specified in Section II of Paragraph 1(a) above (if ordered by the Government) will be paid to the Contractor within thirty (30) days after the Goods and Optional Items (if applicable) have been accepted in accordance with Clause 9 of the General Conditions of Contract (BD-TERMS-1 (December 2015)) and Clause 5 of the Special Conditions of Contract or the date of receipt of the Contractor’s invoice, whichever is the later.

(ii) Post-warranty Maintenance Services Charge

Subject to the other provisions of the Contract, the annual service charge for the post-warranty maintenance services for Optional Items 9 and 10 specified in Section II of Paragraph 1(a) above (if ordered by the Government) will be paid pro rata to the Contractor quarterly in arrears within thirty (30) days after the completion of the maintenance services for that period or the date of receipt of the Contractor’s invoice, whichever is the later.

Schedule B (Particulars of Offer)

(To be completed and returned together with the tender submission)

1. Particulars of Offer

[Please refer to Paragraph 4 of the Terms of Tender (Supplement).]

A Tenderer shall provide without any omission of the following information in respect of each major component of the system offered:

#(a) Place of Manufacture : _____

#(b) Name of Manufacturer : _____

#(c) Brand/Model : _____

(d) Address of Manufacturer : _____

(e) Tenderer's Business Relationship with the Manufacturer :

(Note: Documentary evidence supporting the Tenderer's business relationship with the manufacturer should be provided with the Tender.)

Notes: (i) **A Tenderer's offer will not be considered further if the Tenderer fails to submit the essential information as required in Paragraphs 1(a) to 1(c) above before the Tender Closing Time.**

(ii) Please use separate sheet(s) if the space provided above is inadequate.

Name of Tenderer : _____

Schedule C (Checklist of Compliance)

(To be completed and returned together with the tender submission)

1. Statement of Compliance [Please refer to Paragraph 5 of the Terms of Tender (Supplement).]

*(a) I/We confirm that the Goods offered **do comply fully** with all of the mandatory features of the Technical Specifications.

*(b) I/We confirm that the Goods offered **do not comply** with the mandatory features of the Technical Specifications in the following aspects

**

| Section No. | Technical Specifications | Details of Deviation |
|-------------|--------------------------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Notes: (i) **A Tenderer’s Tender will not be considered further if the Tenderer expressly indicates non-compliance with any mandatory features of the Technical Specifications in its Tender; or the Government determines so upon the seeking of any clarification in accordance with Paragraph 21 (Request for Information) of the Terms of Tender (BD-TERMS-1 (December 2015)).**

(ii) * Please delete whichever is not applicable.

(iii) ** Please extend the table where necessary.

Schedule C (Checklist of Compliance)

(To be completed and returned together with the tender submission)

2. Delivery and Installation Schedule [Please refer to Paragraph 6 of the Terms of Tender (Supplement) and Clause 4 of the Special Conditions of Contract.]

(a)# I/We confirm that I/we will comply with the delivery and installation schedule set out in Sub-paragraph 6(a) of Terms of Tender (Supplement).

(b)# I/We confirm that I/we will complete the delivery and installation of the Goods within _____ weeks from the date of Tender Acceptance.

Notes : (i) **The delivery and installation of the Goods shall not exceed fourteen (14) weeks from the date of Tender Acceptance. Otherwise, a Tenderer's Tender will not be considered further.**

(ii) # Please tick (✓) whichever is appropriate.

3. Expected Life Span [Please refer to Paragraph 7 of the Terms of Tender (Supplement) and Clause 12(a)(i) of the Special Conditions of Contract.]

I/We confirm and undertake that the offered Goods shall have a service life of at least _____ years from the Acceptance Date.

Note: **The expected life span of the offered Goods shall not be less than seven (7) years from the Acceptance Date. Otherwise, a Tenderer's Tender will not be considered further.**

Schedule C (Checklist of Compliance)

(To be completed and returned together with the tender submission)

4. Guarantee and Maintenance [Please refer to Paragraph 8 of the Terms of Tender (Supplement) and Clause 9 of the Special Conditions of Contract.]

- (a) I/We confirm that free warranty maintenance services will be provided to the Government for _____ months from the Acceptance Date (“Guarantee Period”) in accordance with Clause 9 of the Special Conditions of Contract.

Note: **Free warranty maintenance services shall be provided to the Government for a period of at least twenty-four (24) months from the Acceptance Date. Otherwise, a Tenderer’s offer will not be considered further.**

- (b) I/We confirm that the following services will be provided during the Guarantee Period:

- (i) Frequency of on-site preventive maintenance services: _____ times per year.

Note: According to Clause 9(b)(i) of the Special Conditions of Contract, the Contractor shall carry out on-site preventive maintenance services at least one (1) time per year during the Guarantee Period. **Otherwise, a Tenderer’s Tender will not be considered further.**

- (ii) Response to a service call for corrective maintenance services shall be made within _____ hours from the time when the service call is made.

Note: According to Clause 9(c) of the Special Conditions of Contract, the Contractor shall respond to a service call **within forty-eight (48) hours** from the time when the service call is made. **Otherwise, a Tenderer’s Tender will not be considered further.**

Name of Tenderer : _____

Schedule D (Information Schedule)

(To be completed and returned together with the tender submission)

1. Company/Business Organisation Status

[Please refer to Paragraph 7 of the Terms of Tender (BD-TERMS-1 (December 2015)).]

The Tenderer should provide the following details:

(a) Name and address of the company/business organisation:

(b) Length of business experience (in years): _____

(c) Agency agreement with the manufacturer (in years): _____

(d) Shareholders/partners/proprietor of the company/business organisation and their percentage of ownership:

(e) Name and residential addresses of the following:

(i) Managing director/partners: _____

(ii) Other directors: _____

(iii) Sole proprietor: _____

(f) A copy of the Business Registration Certificate, Memorandum (if any) and Articles of Association, and Certificate of Incorporation and Certificate of Change of Name (if any), or other documents evidencing its business status. (Note: The name of company/business organisation shown in the documents shall be the same as the one stated in the Offer to be Bound.)

(g) 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.

(Please provide documentary evidence.)

Note: The Government will not accept the use of a postal box as the Contractor's correspondence address.

Schedule D (Information Schedule)

(To be completed and returned together with the tender submission)

2. Maintenance Services

[Please refer to Paragraph 8 of the Terms of Tender (Supplement) and Clause 9 of the Special Conditions of Contract.]

- (a) Information on Service Centre

Address: _____

Phone No./Facsimile No.: _____ / _____

E-mail Address: _____

Daily Service Hour: From _____ to _____

- (b) Details of Local Agent (if any)

Name/Address of Local Agent: _____

Phone No./Facsimile No.: _____ / _____

Responsibility: _____

3. Spare Parts and Special Tools

[Please refer to Paragraph 10 of the Terms of Tender (Supplement).]

The lead time for ordering spare parts and special tools (from receipt of Order to delivery) is:

- (a) for items kept in Hong Kong: _____ days.

- (b) for items kept outside Hong Kong:

_____ days by normal air delivery.

_____ days through air delivery by courier.

Schedule D (Information Schedule)

(To be completed and returned together with the tender submission)

4. Payment Discounts

[Please refer to Paragraphs 12(b) and 13(c)(ii)(2) of the Terms of Tender (Supplement).]

The Contractor agrees to grant the following discounts on any amount payable under the Contract if payment for Goods/Optional Items is made in full within:

- (a) first 7 working days from the date of receipt of the invoice or from the date of acceptance of the Goods/Optional Items, whichever is the later: _____ % discount.
- (b) 8 to 14 working days from the date of receipt of the invoice or from the date of acceptance of the Goods/Optional Items, whichever is the later: _____ % discount.

Notes: (i) A Tenderer is required to ensure that no more than two (2) digits after the decimal place are quoted for the above discounts and any prompt payment discount offered by the Tenderer will **not** be taken into consideration in the price assessment.

(ii) Please insert the word 'NIL' in the spaces provided above if no payment discount is offered.

5. Banking Details

[Please refer to Paragraph 12(c) of the Terms of Tender (Supplement) which is **applicable only** if the Tenderer is located outside Hong Kong.]

The Contractor agrees that payment shall be made by telegraphic transfer. The payment shall be made to the following bank account:

- (a) Banker's Name : _____
- (b) Address : _____
- (c) Name of Account : _____
- (d) Account Number : _____
- (e) Sorting Code : _____

Schedule D (Information Schedule)

(To be completed and returned together with the tender submission)

6. Contract Deposit

[Please refer to Paragraph 15 of the Terms of Tender (Supplement) and Clause 15 of the Special Conditions of Contract.]

I am/we are prepared to pay the Government the Contract Deposit ***in cash / *by way of a banker's guarantee.**

Note: * Please delete whichever is not applicable.

7. Information required under Paragraph 24.2 (Government Discretion) of the Terms of Tender (BD-TERMS-1 (December 2015))

*(a) I/We confirm that none of the events as mentioned in Paragraphs 24.2(a) to 24.2(e) of the Terms of Tender (BD-TERMS-1 (December 2015)) has ever occurred within the applicable period.

*(b) I/We confirm that the following event(s) as mentioned in Paragraphs 24.2(a) to 24.2(e) of the Terms of Tender (BD-TERMS-1 (December 2015)) has occurred within the applicable period:

| Date | Details of the Event |
|-------------|-----------------------------|
| | |
| | |
| | |
| | |

Note: * Please delete whichever is not applicable.

Name of Tenderer : _____

Reply Slip for Site Visit

To: Government Chemist
 (Attn.: Dr. K.M. LAM)
 Facsimile no.: (852) 3104 3472

Tender Ref.: M6600282016
Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory

I/We would like to attend the site visit as follows:

Date: 26 May 2017
 Time: 2:00p.m.
 Venue: Pharmaceutical Chemistry Section,
 11 & 12/F, Lai Chi Kok Government Offices,
 19 Lai Wan Road,
 Lai Chi Kok, Kowloon,
 Hong Kong.

| <u>Full name of Attendee(s)</u> | <u>Post Title</u> |
|---------------------------------|-------------------|
| Mr/Mrs/Miss/Ms _____ | _____ |
| Mr/Mrs/Miss/Ms _____ | _____ |
| Name of Company | : _____ |
| Signature of Authorised Person | : _____ |
| Full Name (in block letter) | : _____ |
| Contact Person/Post Title | : _____ |
| Telephone No.: _____ | Fax No.: _____ |
| Mobile Phone No.: _____ | E-mail: _____ |

Notes:

- (a) Please refer to Paragraph 3(a) of the Notes for Tenderers. Each prospective Tenderer can register no more than two (2) representatives for the site visit. If any Tenderer wishes to bring along additional representatives, it should provide the information in the reply slip for the Government's consideration.
- (b) Please register by 5:00 p.m. on 25 May 2017. Late registration may not be accepted.

**Supply of an Integrated Liquid Chromatograph Mass Spectrometric System
to the Government Laboratory**

Guidelines for Training

The Contractor shall provide the training required under the Contract in accordance with the following guidelines:

- (a) The training shall be conducted by personnel fully conversant with the operation, design and maintenance of the Goods.
- (b) The instructor shall be fully conversant in English, supplemented with Chinese, and all training shall be in English. All documentation, circuit diagrams, software documentation shall be in English.
- (c) The time-table and syllabus of the training shall be provided to the Government for approval at least seven (7) working days before commencement of the training.
- (d) The objective of the course is to enable the Government staff participants to become fully trained and be equipped with the necessary knowledge and skills to effectively operate and maintain all the Goods (including peripherals such as disc drives etc.) down to component level.
- (e) Unless otherwise specified, or agreed by the Government, the training shall be conducted at a venue to be designated by the Government.
- (f) The training shall include classroom instructions on theory and practical training with actual Goods.
- (g) The training shall cover aspects including but not limited to techniques in setting up, calibration, trouble-shooting, fault diagnosis, preventive maintenance and corrective maintenance procedures, use of specialised tools and test instruments. The training shall also include interpretation and explanation of circuit diagram. Simulated fault conditions shall be created during the training in order to provide practical trouble-shooting opportunities for the Government staff participants.
- (h) Before commencement of the training, the Contractor shall provide each Government staff participant with one (1) set of training materials such as notes, charts and circuit diagrams.

**Form of
Banker's Guarantee for
the Performance of a Contract**

THIS GUARANTEE is made on the day of
BETWEEN
of, a bank within the meaning of the Banking Ordinance
(Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor") of the one part and
the Government of the Hong Kong Special Administrative Region (hereinafter called the
"Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [day] of [month year] made between «SUPPLIER_NAME» of «SUPPLIER_ADDRESS» (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Government Laboratory Contract No. «CONTRACT_NUMBER»), the Contractor agreed and undertook to supply an integrated liquid chromatograph mass spectrometric system to the Government Laboratory upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now the Guarantor HEREBY AGREES with the Government as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.

(2) In consideration of the Government entering into the Contract with the Contractor:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations terms conditions stipulations or provisions of the Contract.

- (b) The Guarantor, as a primary obligor and as a separate and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations terms conditions stipulations or provisions of the Contract.
- (c) The Guarantor further agrees that all dividends, compositions and payments which the Government may at any time receive from the Contractor or from his, her or their estate or estates, whether in liquidation, bankruptcy or otherwise, in respect of all such losses, damages, costs, charges and expenses shall be taken and applied by the Government as payments in gross, and that this Guarantee shall stand good in respect of the balance to the full amount of _____.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to

the Government in relation to the obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
- (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
- (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.

(6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.

(7) This Guarantee shall have immediate effect upon execution and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:

- (a) the date falling three (3) months after the expiry of the Guarantee Period; or
- (b) the date on which all the obligations and liabilities of the Contractor under the Contract have been duly carried out, completed and discharged in accordance with the Contract,

whichever is the later.

(8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.

(9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.

(10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.

(11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.

(12) All documents arising out of or in connection with this Guarantee shall be served :

(a) upon the Government, at the Government Laboratory of Room 623, 6/F, Ho Man Tin Government Offices, 88 Chung Hau Street, Homantin, Hong Kong, Government Chemist marked for the attention of Supplies Officer, facsimile number (852) 2714 4374;

(b) upon the Guarantor, at _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor's liability under this Guarantee shall not exceed_____.

(15) The Guarantor hereby acknowledges that

(a) the Guarantor should read and fully understand, with the benefit of independent legal advice if necessary, the terms and conditions of this Guarantee before entering into this Guarantee; and

(b) no Government officer is authorised to advise on, make representations regarding or amend (other than by a written instrument signed by both the Guarantor and the Government) the terms and conditions of this Guarantee.

IN WITNESS whereof the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

⊛ The [Common Seal/Seal*] of the said)
Guarantor was hereunto affixed and)
signed by)
.....)
[Name & Title])
duly authorised by its board of)
directors.....)
.....)

@ Signed Sealed and Delivered)
 for and on behalf of and as)
 lawful attorney of the Guarantor)
 under power of attorney dated)
 and deed of delegation)
 dated)
 by)
 [Name & Title])
 and in the presence of)
)
 [Name & Title])

* Please delete as appropriate

@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note : When banker’s guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

GLD(ProD)15 (Rev. 11/2014)