

漁農自然護理署

九龍長沙灣道二零三號
長沙灣政府合署八樓



AGRICULTURE, FISHERIES &
CONSERVATION DEPARTMENT

Cheung Sha Wan Government Offices
8/F, Supplies Section,
303 Cheung Sha Wan Road,
Kowloon, Hong Kong

Tel : (852) 2150 7085
Fax : (852) 2152 0383
Our Ref.: () in AFCDGS0523

8 April 2024

To: All tenderers

Dear Sir / Madam,

Tender Ref.: AFCDGS0523
Invitation to Tender for the Design and Supply of High Density
Polyethylene Deep-sea Cage and Provision of Related Services for
Agriculture, Fisheries and Conservation Department
Addendum No. 1

This department is inviting tenders for the Design and Supply of High Density Polyethylene Deep-sea Cage and Provision of Related Services for Agriculture, Fisheries and Conservation Department

With reference to the above Tender, I wish to inform you that Non-collusive Tendering Certificate (Page1-3) have been revised.

The above amendment shall form part of the Tender Document. Please replace the relevant pages of the Tender Document by the sheet attached. Apart from above, all other terms and conditions shall remain unchanged.

You are REMINDED to submit your offer on or before the closing date (i.e. 1200 noon on 16 April 2024). Late quotation, including quotation posted prior to but received after the closing date, will not be considered.

Yours faithfully,

(Dr. KWOK Chun-kit)

for Director of Agriculture, Fisheries & Conservation

Encl.

REVISED

Tender Ref.: AFCDGS0523

Non-collusive Tendering Certificate

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

To: the Government

Dear Sir/ Madam,

Non-collusive Tendering Certificate

1 I/We, (name of the Tenderer) _____ of
(address(es) of the Tenderer(s)) _____

refer to the Government's invitation to tender for the Contract ("Invitation to Tender") and my/our Tender in response to the Invitation to Tender.

Non-collusion

2 I/We represent and warrant that in relation to the Invitation to Tender:

- (a) My/Our Tender was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) My/Our Tender was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Tenderer or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Tender;
 - iv) an intention or decision to withdraw any Tender;
 - v) the submission of any Tender that does not conform with the requirements of the Invitation to Tender;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Tender relates; and
 - vii) the terms of my/our Tender,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

Non-collusive Tendering Certificate

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

- 3 Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Tender, and such joint venture arrangement has already been notified to the Government in my/our Tender;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Tender;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

- 4 Without prejudice to other requirements set out in the Tender Documents concerning subcontracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for the Contract to the Government in my/our Tender, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

- 5 I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Paragraph 32.1 of the Terms of Tender, the Government may exercise any of the rights under Paragraphs 32.3 to 32.5 of the Terms of Tender in addition to and without prejudice to any other rights or remedies available to it against me/us.

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6 Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Tender and my/our personal information.

Signed by the Tenderer / Signed by an authorised signatory for and on behalf of the Tenderer

Name of the authorised signatory (where applicable)

Title of the authorised signatory (where applicable)

Date
