

Terms and Conditions

- (a) Persons included in a GLD Supplier List (“Suppliers”) in relation to a PGC may receive notification of invitations to tender from time to time issued by GLD for the supply of goods or services as covered by that PGC as and when opportunities arise (“Notifications”). Suppliers on a GLD Supplier List in relation to a PGC do not have the exclusive right to receive Notification, or any right or expectation that they must receive such Notifications. Suppliers not having received any Notification may still submit tender in response to an open invitation to tender. A Supplier’s receipt of a Notification from GLD concerning an invitation to tender for a contract does not imply that the Supplier will be awarded with that contract. Neither a Supplier’s inclusion in a GLD Supplier List in relation to a PGC, nor receipt of a Notification, implies that the Government or GLD recognises that the Supplier has the necessary fitness, propriety or capability for entering into the contract with the Government for the supply of the category of goods or services covered by that PGC, or specifically covered by that Notification. The suitability of a Supplier will be assessed on a case-by-case basis according to the terms of the invitation issued by GLD.
- (b) A Supplier’s responsiveness to invitation to tenders issued for goods or services covered by the PGC of a GLD Supplier List which it has been included will be subject to constant review. To continue staying in the GLD Supplier List(s), it should be necessary that the Supplier will have demonstrated adequate response to GLD’s invitations and the ability to offer competitive tenders. GLD may from time to time review the Supplier’s status as a GLD supplier and remove its name from the Supplier List(s) any time without prior notice and without compensation.
- (c) Whilst the Government acting through GLD endeavours to ensure the accuracy and reliability of any Notification which may be issued, all Notifications are issued on an "as is" basis without express or implied warranty of any kind. In particular, no warranty regarding accuracy, reliability, non-infringement, completeness, security, timeliness, fitness for a particular purpose or freedom from computer viruses is given in connection with any such Notification. The Government and its employees and agents disclaim all liability for any loss, damage or expense arising from any inaccuracies of, errors in, or omissions from any such Notification. The Government and its employees and agents will not be liable to any person including any Supplier whether in contract or in tort or otherwise for any damages whatsoever, including without limitation any direct, general, special, incidental or consequential damages arising from or in connection with any decision, action or non-action based on or in reliance upon any such Notification or failure to receive any such Notification, or arising from or in connection with a Supplier being removed from the GLD Supplier List(s).
- (d) Any Notification or other communication from GLD to Suppliers may be sent by post, by fax or by email.
- (e) GLD reserves the right to make further changes to these Terms and Conditions. Such changes will be published on this webpage.
- (f) In the event of any inconsistency between the English version and the Chinese version of the Terms and Conditions, the English version shall prevail.

條款及條件

- (一) 如有需要，政府物流服務署(“物流署”)或會不時就供應採購物品組別編號(“組別編號”)所涵蓋的貨品或服務，向有關組別編號供應商名單上的人士(“供應商”)發出招標通知(“通知”)。在物流署組別編號供應商名單上的供應商並無接收通知的專有權，亦無任何權利或期望一定會收到上述通知。即使沒有收到任何通知，供應商仍可就公開招標遞交標書。供應商收到物流署就某合約發出的通知，並不表示會獲批該合約。供應商無論是已列入物流署某組別編號的供應商名單，或是收到通知，均不表示政府或物流署認可該供應商一定適合、恰當，或具備所需的能力與政府簽訂合約以供應該組別編號所涵蓋或該通知所指的貨品或服務類別。至於供應商是否適合獲批合約，每宗個案均會按照招標條款受到評審。
- (二) 倘供應商已列入某組別編號的供應商名單，物流署會經常評審其對該組別編號所涵蓋貨品或服務招標的回應情況。供應商必須就物流署的招標提交足夠的回應，並須能提交有競爭力的標書，才可繼續保留在供應商名單上。本署可不時評審供應商作為物流署供應商的資格，亦可隨時從供應商名單刪除任何供應商名稱，而事前無須作出通知和賠償。
- (三) 儘管代表政府的物流署已盡量確保所發出的通知準確可靠，但所有通知均以“現況”形式發出，並無任何種類的明示或隱含的保證，尤其並無對該等通知的準確性、可靠性、完整性、安全性、及時間性作任何保證，亦沒有保證該等通知並無侵權、適合作某特定用途或不含電腦病毒。對於任何因該等通知不正確、錯誤或遺漏而引致的損失、損害或開支，政府、其僱員及代理人概不承擔任何法律責任。對於任何人(包括任何供應商)根據或依賴該等通知，或因未能收到該等通知，或源自或與供應商從政府物流服務署供應商名單上被刪除有關而作出的決定、行動或不採取行動，因而導致的損害(包括但不限於直接、一般、特別、附帶或衍生的損害)，不論是基於合約、侵權或其他理由，政府、其僱員及代理人亦不會承擔法律責任。
- (四) 物流署可透過郵遞、傳真或電郵方式，向供應商發出任何通知或其他通訊。
- (五) 物流署保留日後更改上述條款及條件的權利。有關改動會在這網頁刊登。
- (六) 上述條款及條件的中文譯本如與英文本有異，以英文本為準。