info@hktesting.com.hk

寄件者:

Ken Chi Kit Wong < Ken. CK. Wong@gammonconstruction.com >

寄件日期:

2020年11月2日星期 - 9:49

收件者:

info@hktesting.com.hk

主旨:

RE: [E] RE: [E] RE: [E] RE: J3777 Sheung Shing St - RFQ of Pull Out Test for Wall Tiles

附件:

Gammon Purchase Order 1693863 OP, Project No.: 13777, Hong Kong Testing C... (176 KB)

Dear Mr. Fu,

Signed PO is attached for your reference.

Regards

Ken Wong

Procurement Officer

Procurement Department

Gammon Construction Limited

22/F, Tower 1, The Quayside, 77 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Save a tree... please don't print this e-mail unless you really need to, help save our environment

Tel: +852 2516 8912 Fax: +852 2516 6089 Email: ken.ck.wong@gammonconstruction.com

From: Ken Chi Kit Wong

Sent: 28 October, 2020 6:31 PM To: info@hktesting.com.hk

Subject: RE: [E] RE: [E] RE: [E] RE: [E] RE: J3777 Sheung Shing St - RFQ of Pull Out Test for Wall Tiles

Dear Mr. Fu,

Enclosed please find the PO for your action and the signed PO will be send to you afterwards.

Regards

Ken Wong

Procurement Officer

Procurement Department

Gammon Construction Limited

22/F, Tower 1, The Quayside, 77 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong

Save a tree... please don't print this e-mail unless you really need to, help save our environment

Tel: +852 2516 8912 Fax: +852 2516 6089 Email: ken.ck.wong@gammonconstruction.com

From: info@hktesting.com.hk <info@hktesting.com.hk>

Sent: 29 September, 2020 2:21 PM

To: Ken Chi Kit Wong < Ken.CK.Wong@gammonconstruction.com >

Subject: [E] RE: [E] RE: [E] RE: J3777 Sheung Shing St - RFQ of Pull Out Test for Wall Tiles

This email is from EXTERNAL - be cautious with any link and attachment

Dear Ken Wong,

0(2020-0910)60064



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NAME	INFO	ACX	SIGN	NAME	INFO	ACT	SIG
P.PONG		K	लाप	C.L. FU			
C. LIU				W.M. TSOI			
K.L. NG	1			S. KONG	-	_	-
J. TSUI	1		5	K.K. WONG		-	_
Date:	-	2	VOV	2020		Rece	ived
A. CHAN				M.Y. HO	-		-
C.C. WONG				C W. LAU			
N.V. CHILL	-	-		W.M. NG			
K.K. LEUNG	-	-		K.W. CHAN	-	_	
L.C. CHEUNG		-		K.W. LANG	_	-	_

info@hktesting.com.hk

寄件者:

Ken Chi Kit Wong < Ken.CK.Wong@gammonconstruction.com>

寄件日期:

2020年11月2日星期一9:47

收件者:

info@hktesting.com.hk; testhk@netvigator.com

副本:

Ken Chi Kit Wong; Ken Chi Kit Wong

主旨:

Gammon Purchase Order 1693863 OP, Project No.: 13777, Hong Kong Testing Co. Ltd.

附件:

R56PO117_GSL0002S_935743_PDF.pdf

By opening this e-mail you acknowledge that you have received and accepted the attached Purchase Agreement or Purchase Order, with its schedules as stated, from Gammon and you hereby agree to supply the goods or services so specified in the Purchase Agreement or Purchase Order on and in accordance with the terms and conditions of the Purchase Agreement or Purchase Order, which can be viewed at the following hyperlink.

http://www.gammonconstruction.net/TandC/GCL-Testing-TC.pdf

In case of queries, please contact the person as stated in the order.

This email (and any attachments) is confidential and subject to copyright. It may be subject to legal or other professional privilege. It is intended for use by the addressee(s) only and if you have received it in error, please notify the sender immediately by return email and delete it from your system. Any personal data in this email must be handled in accordance with applicable privacy laws.

Gammon Engineering & Construction Co Ltd

A member of the Gammon Group

22/F,Tower 1,The Quayside 77 Hoi Bun Road,Kwun Tong Kowloon,Hong Kong Tel: (852) 2516 8823

Page: 1

hongkong@gammonconstruction.com www.gammonconstruction.com

Purchase Order

Date of Issue:

31/10/2020

Order Number

1693863

OP

31546

Hong Kong Testing Co. Ltd. 香港試驗有限公司

Rm 205 2/F Fuk Shing Commercial Building

28 On Lok Mun Street On Lok Tsuen, Fanling

New Territories, Hong Kong



Important: (1) This Purchase Order No. must be quoted on all invoices, delivery note, and correspondence in connection with this order.

All invoices must be attached with a copy of delivery note, if any, and sent to the above address for the attention of Accounts Department for payment, Each Job number requires a separate invoice.

Attn.: Mr Ng Kai Leung E-mail: info@hktesting.com.hk

Job No .:

13777

Job Title:

Sheung Shing St Resid Dev

Requisition No.:

00446066

Order Expiry Date:

31/12/2020

Currency HKD

Delivery Instruction:

Sheung Shing Street, Homantin; Ma Kwan Pang Paco 97734829

For order queries, please contact Wong, Chi Kit at 25168912

Please supply the following items in good order and condition and in accordance with the terms & conditions of the Purchase Order, which can be viewed at the following hyperlink http://www.gammonconstruction.net/TandC/GCL-Testing-TC.pdf

Item	Material Code/ Description	Quantity	Unit	Unit Rate	Amount	Dis (%)
1	369-22 Pull off test of tile by saw control Tile size: 145mm x 45mm In-house method: MIS-PH		NO	450.000	90,000.00	-
2	369-22 Additional charge of pull of gondola/scaffold	200.000 f test by use of	NO	45.000	9,000.00	*
3	369-22-91 Min. charge of pull off test of overtime work & transporting		•	3,150.000	31,500.00	*
4	369-22-92 Mobilization charge to site Unit: No. per trip	10.000	NO	315.000	3,150.00	

Remarks:

- 1. Service shall be made partially from 2 November 2020 to
- 31 December 2020.
- 2. This Order refers to the Seller's quotation ref. Q2020-0910 dated 22 September 2020 subject to the terms and conditions of this Order.

Total Amount:

HKD

133,650.00

Gammon Engineering & Construction Co Ltd

A member of the Gammon Group

22/F,Tower 1,The Quayside 77 Hoi Bun Road, Kwun Tong Kowloon, Hong Kong

Tel: (852) 2516 8823

Page: 2

hongkong@gammonconstruction.com www.gammonconstruction.com

Purchase Order

Date of Issue:

31/10/2020

Order Number

1693863

31546

Hong Kong Testing Co. Ltd. 香港試驗有限公司

Rm 205 2/F Fuk Shing Commercial Building 28 On Lok Mun Street

On Lok Tsuen, Fanling New Territories, Hong Kong

Important: (1) This Purchase Order No. must be quoted on all invoices, delivery note, and correspondence in connection with this order.

> All invoices must be attached with a copy of delivery note, if any, and sent to the above address for the attention of Accounts Department for payment, Each Job number requires a separate invoice.

Job No .:

13777

Job Title:

Sheung Shing St Resid Dev

Requistion No.:

00446066

Item

Material Code/

Quantity

Unit

Unit Rate

Amount

Dis (%)

Description

Payment Terms:

Payment will be made 60 days after end of month during which delivery is made and invoice is submitted.

For and on behalf of

Gammon Engineering & Construction Co Ltd

Authorised Signature

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF TESTING SERVICES

1. Duration and Payment

1.1 The Purchase Order is for the period specified in the Service Purchase Order.

1.2 The rates and prices stated in the Purchase Order for the Services shall be fixed for the period of the Purchase Order or any extension thereof as agreed by both parties unless otherwise specified in the Purchase Order.

- 1.3 The rates and prices shall be inclusive of all disbursements and other costs and expenses incurred in the proper performance of the Services to meet the Purchaser's requirements, including the costs of all instruments, equipment, goods, materials, delivery and collection required for the performance of the Services in accordance with the Purchase Order.
- 1.4 Payments will be made within 60 days after the end of the month during which Services are made and invoice is submitted.

The Services

- 2.1 The Services to be performed are the carrying out of the tests listed in this Service Purchase Order. Each test shall conform to the Specification where it is applicable and/or to the standard specified for that test in this Service Purchase Order or in the absence of any definitive Specification or standard each test shall conform to the recognised industry standard for the type of test to be conducted. In the case of any test which is required to be carried out by a laboratory accredited under the Hong Kong Laboratories Accreditation Scheme (HOKLAS) the Supplier shall notify the Purchaser without delay of any change to the Supplier's accreditation status.
- 2.2 The Supplier shall exercise the skill and care in the performance of the Services required to comply with the requirements of the employer of the Purchaser (as defined in the relevant main contract between the Purchaser and the relevant employer) and/or the Purchaser. Services not so conforming to the Specification and other requirements may be rejected wholly or in part. Upon any such rejection occurring the Purchaser shall have the right to terminate the Purchase Order and to procure the performance of the Services from a third party elsewhere and any loss or damage resulting therefrom or extra expense incurred by the Purchaser shall be charged to and paid by the Supplier in accordance with Clause 8 below. No payment shall be made for rejected Services. The Purchaser shall be entitled to recover and deduct from any monies due or which may become due to the Supplier under the Purchase Order or any other Purchase Order between the Purchaser and the Supplier any monies lawfully deductible or recoverable by the Purchaser from the Supplier under the Purchase Order.
- 2.3 Services shall be provided to the project/construction sites or premises of the Purchaser within Hong Kong Special Administrative Region ("Site") as may be requested during the period of the Purchase Order. Services shall be carried out and completed in accordance with instructions of the Purchase Order.
- 2.4 In accordance with the instructions issued by the Purchase Order or as may otherwise be required by the Purchaser the Supplier shall submit free of charge draft and/or final test reports and/or certificates of testing or other appropriate documents for the identification of and the results of the Services performed and in such format as may be required by the Purchaser.
- 2.5 The Supplier shall at no cost to the Purchaser operate such quality control procedures as may be necessary for ensuring that all Services comply with this Clause 2. The Purchaser and parties authorised by the Purchaser shall at all reasonable times have access to the premises of the Supplier and his contractors in order to monitor progress, carry out inspections and witness tests. The exercise of the foregoing rights and obligations shall not relieve the Supplier from his obligations under the terms of the Purchase Order.

3. Visit to Site

Where an employee or other representative of the Supplier ("Representative") is required to enter a Site of the Purchaser for the purpose of carrying out the Supplier's obligations under the Purchase Order the Representative shall comply with all the regulations of the Purchaser in force at the Site together with any special instructions of which the Representative is notified by the Purchaser.

Warranties and Representations

- 4.1 The Supplier warrants that it has the full legal right to perform the Services and shall pay all royalties present and future and to be liable for all claims in respect of all intellectual property rights whether in Hong Kong Special Administrative Region or elsewhere for the performance of any Services under the Purchase Order and will indemnify the Purchaser against any claim, proceedings etc. arising out of or in connection therewith including any performance or failure to perform the Purchase Order by the Supplier.
- 4.2 The Supplier warrants and guarantees that all Services performed shall comply with the required Specification.
- 4.3 The Supplier warrants and guarantees to the Purchaser that it has the capacity to provide Services to meet the Purchaser's requirements. Failure on the Supplier's part to meet the Purchaser's requirements will be subject to payment of damages in accordance with Clause 8 below and the Purchaser shall be entitled to terminate the Purchase Order and to obtain Services elsewhere.
- 4.4 The Supplier represents and warrants that it has acted at all times in accordance with the applicable laws in relation to the performance of the Services, including but not limited to the Competition Ordinance (Cap 619 of the Laws of Hong Kong) and the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong).

Performance of Services

- Services shall be performed within the period or periods specified in the instructions issued by the requesting Site, time being the essence of the Purchase Order, and otherwise strictly in accordance with the Specification and other requirements under the Purchase Order. If the Services are not completed as specified the Purchaser shall have the right to terminate the Purchase Order but without prejudice to its rights of action for breach of contract. Unless instructed to the contrary all test reports and/or certificates of testing must be submitted during normal working hours to the Site.
- 5.2 In connection with the performance of the Services, it shall be the sole responsibility of the Supplier to ensure that all ordinances, laws, regulations or any special arrangements imposed by the relevant authorities are complied with.

6. Acceptance of the Services

No responsibility is accepted for any Services performed unless the Services are performed pursuant to the Purchaser's Purchase Order which is signed by an authorised officer of the Purchaser