

VOCATIONAL TRAINING COUNCIL

PROCUREMENT OF GOODS

TERMS OF TENDER

1. Invitation to Tender

Tenders are invited for the supply of goods specified in the Schedule to be delivered subject to and in accordance with these Terms of Tender, the General Conditions set out in Part II and the Special Conditions (if any) set out in Part III hereof.

2. Tender

- (a) The tender relates to the supply of all or any part of the Goods specified in the Schedule.
- (b) The invitation to tender shall not be altered by the Tenderer. Any modification considered necessary by the Tenderer should be the subject of a separate letter accompanying the tender. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- (c) Tenders are to be submitted in duplicate and are to be completed in ink or typescript.
- (d) Tenders may not be considered if complete information including but not limited to descriptive literature, catalogues and documentary evidence is not given with the tender or if any particulars and data asked for in the invitation to tender are not furnished in full.

3. Tenders to Remain Open

- (a) Tenders shall remain open for not less than 90 days after the Tender Closing Date. If Tenderers are unable to comply with this requirement, they must clearly state in the space provided below the period for which their tender is valid for acceptance. If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Council supplier.

My offer shall remain open for _____ days after the tender closing date.

- (b) Tender Closing Date and Time

All tenders must be deposited in the tender box as specified in the tender before the Tender Closing Date and time (Hong Kong time). Late tenders will not be considered.

- (c) Tender Closing Date and Time Extension in case of Rainstorm/Typhoon

In case a rainstorm black warning or typhoon signal No. 8 or above is valid for any duration between 7:00 a.m. (Hong Kong time) and 10:00 a.m. (Hong Kong time) on the tender closing date, the tender closing time will be extended to 10:00 a.m. (Hong Kong time) on the next weekday (i.e. except Saturday and Sunday) other than public holiday.

4. Prices

- (a) The prices to be quoted by the Tenderer are to be in Hong Kong dollars. Such prices shall be net prices allowing for all trade and cash discounts and shall include the cost of containers, packing, packing materials and delivery to the location(s) as specified.
- (b) Tenderers, however, may quote foreign currency if the equipment offered is manufactured overseas. The foreign currency quoted should be that of the country of origin of the equipment, unless otherwise agreed by the Vocational Training Council. Local delivery and installation charges, if application, should be quoted separately in Hong Kong Dollar.
- (c) Unless otherwise agreed, payment to overseas suppliers will be made by telegraphic transfer. Tenderers are requested to provide their bankers' names and account numbers in their offers accordingly.
- (d) Prices quoted

It will be assumed, unless Tenderers clearly stipulate otherwise, that their offers will remain valid for the duration of the Contract. Therefore no request for price variation will be considered. If, however, a Tenderer wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the Contract. In any such case the basis of the price variation formula should be clearly stipulated and accepted by the Council in writing.

- (e) Accuracy of Tender Prices

Tenderers should make certain the prices quoted are accurate before submitting their quotations. Under no circumstances will the Council accept any request for price adjustment on grounds that a mistake has been made in the tender prices.

- (f) Acceptance of the tender will be made on an "Itemised" or "Overall" basis.

5. Acceptance

- (a) The successful Tenderer will receive as an indication of acceptance an order or a letter of acceptance prior to the receipt of the duplicate copy of the contract document with the "Memorandum of Acceptance" part duly completed. The order or letter of acceptance shall constitute a binding contract. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

(b) **Statement of Compliance**

Tenderers shall complete the 'Statement of Compliance' provided in respect of the offer. Should alternative offer(s) be included, separate 'Statement of Compliance' should be completed accordingly. Failure to complete the 'Statement of Compliance' will invalidate the tender. Tenderers are requested to confirm in the 'Statement of Compliance' that offers submitted comply with the required specification in every respect. If an offer does not conform to the tender specification, Tenderers should provide full details of their alternative offer, but the Council reserves the right to accept or reject any such offer.

6. Alternative Standards

Alternative standards equivalent to the standards that are specified in the invitation to tender may be considered for the supply of the Goods. The Tenderer shall state clearly with which standard his offer will comply and a full comparison with the relevant standards specified in the invitation to tender shall be submitted together with the tender for consideration.

7. Alternative Proposals and Negotiation

Alternative proposals which improve the value of the offer may be submitted. The Council reserves the right to negotiate with any Tenderer about the terms of the offer.

8. Consideration of Offers

The Council is not bound to consider an offer in the event of a claim being received by the Council alleging or the Council having grounds to believe that the Goods to be supplied by the Tenderer under the tender are infringing copyrights or have otherwise infringed the intellectual property rights in the goods or product of a third party.

9. Saving

The Council is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender at any time within the period mentioned in clause 3 hereof.

10. Payment Correspondence

To enable speedy payment to be made, invoice and correspondence concerning payment should be forwarded to the appropriate office to whom the goods are delivered. The Vocational Training Council shall not be held responsible for any delay in payment if invoice and correspondence are not properly addressed.

11. Educational Discount

(a) The stores/equipment listed in the tender schedule are required for teaching and training purpose and tenderers are requested to offer better prices on the equipment items in net educational prices which may well be lower than those applied to the commercial field.

- (b) Alternatively, tenderers may offer special discounts off the quoted prices as educational discount for consideration. Such net educational prices and special discounts offered should be clearly indicated in the tender document before the tender is deposited.

12. Documents of Unsuccessful Tenderers

Documents of unsuccessful Tenderers may be destroyed not less than three months after the date the Contract has been awarded and the agreement signed.

13. New Information Relevant to Qualified Status

Tenderers should inform the Council in writing immediately of any factor which might affect their qualified status as an enlisted supplier with the Council, or as a qualified supplier for a particular product. The Council reserves the right to review their qualified status in the light of any new information relevant to their qualification.

14. Personal Data Provided

- (a) Tenderer's personal data provided in the tender will be used for tender evaluation and contract award purposes. If insufficient and inaccurate information is provided, the tender may not be considered.
- (b) Tenderer acknowledges and consents that tenderer's personal data provided in the tender may be disclosed to other government departments, non-government organizations and educational institutions.

15. Consent to Disclosure

The Council shall have the right to disclose whenever it considers appropriate or upon request in writing by any third party information on the awarded contract, without any further reference to the successful tenderer, the price of the recommended offer and reason(s) of their failure in the tender. The name of the successful tenderer may be disclosed upon further written request of the unsuccessful tenderer on the approval of the Council representative.

16. Contractors' Performance Monitoring

Tenderers are advised that should they be awarded the contract their subsequent performance will be monitored and may be taken into account when their future tenders are evaluated. A tender will be rejected if by the tender closing date, the tenderer is under suspension from tendering for Council tenders.

17. Cancellation of Tender

Without prejudice to the Council's right to cancel the tender, where there are changes of requirement after tender closing date for operational or whatever reasons, the Council is not bound to accept any conforming tender and reserves the right to cancel the tender.

18. Tender Samples

All samples submitted for consideration must be collected by unsuccessful tenderers within 7 days of either the expiration of the period referred to in Clause 5 hereof or notification of non-acceptance of their offers. If, after the expiration of such 7 days period, no arrangements have been made with the Council for the collection of such samples, the Tenderer shall be deemed to have given up all title thereto and the Council may dispose of the same as it thinks fit without being responsible to the tenderer in respect thereof.

EQUIPMENT / MACHINERIES SUPPLY

19. Spare Parts

Tenderers shall confirm that they will hold all necessary spare parts for over the counter purchase in Hong Kong, otherwise they shall separately quote for a Manufacturer's recommended list of individually priced spare parts sufficient for 2 years use after the expiry of the warranty period. These spare parts shall be ordered at the option of the users of Vocational Training Council for delivery with the equipment.

20. Safety

The equipment items supplied shall comply with all safety requirements called for by the Laws of Hong Kong.

21. Warranty

All items supplied shall be guaranteed against inferior materials and faulty workmanship for a minimum period of twelve (12) months from the date of acceptance. Any repair and replacement required within the warranty period shall be carried out free of charge by the supplier.

22. Technical Advice

The successful tenderer(s) is/are required to provide technical advice in the setting up of the item/equipment at no cost to the Vocational Training Council.

23. Training

Tenderers must also give full details in respect of the level and type of staff training they offer and the amount of charges, if any, shall be clearly stated.

24. Electrical Supply Characteristics

- (a) The equipment must be suitable for use on an electrical supply of 220 volts +/- 6%, 50Hz Single Phase A.C. or 346 to 380 Volts 50Hz Three Phase A.C.
- (b) The quality and capacity of all components and cabling shall be equivalent to those required by the latest applicable British Standard Specifications. All equipment shall be properly earthed except for equipment with double insulation.

- (c) Where appropriate single phase equipment shall be fitted with a 13A square pin fused plug connected to an industrial type supply cable of three meters in length.

25. Manuals

One copy each of the users operations manual and the Manufacturer's Maintenance and Service Manual, complete with full electrical, electronic and, if applicable hydraulic/pneumatic circuit diagrams and a full parts list shall be provided for each machine by the supplier upon delivery of the equipment. The manuals should be printed in English and provided free of charge.

26. Commissioning Test

Prices offered should include on-site machine commissioning test, after installation, which is required as part of the acceptance procedures.

27. Installation

- (a) Installation cost, if any, should be quoted separately. Both materials and labour should be included.
- (b) Electrical installation work must be carried out by qualified electrician and should meet requirement of BDD/IEE regulations.

FURNITURE / WORKMANSHIP SUPPLY

28. Quality

- (a) Workmanship must be of an acceptance standard and the contractor shall unconditionally guarantee all items against poor workmanship and defective / inferior materials for a period of 12 months from the date of delivery.
- (b) The contractors shall make good any defects inclusive poor workmanship and inferior materials within the guarantee period.

29. Material and Finish

- (a) All wooden materials used should be well seasoned, good in quality, light and uniform in colour. All the exposed surfaces must be properly sanded, filled and polished in the specified colour.
- (b) All steel used must be free from rust and heavily chromium plated or treated with priming before finished in the specified colour as appropriate.