

VOCATIONAL TRAINING COUNCIL

PROCUREMENT OF SERVICES TERMS OF TENDER

1. Invitation to Tender

Tenders are invited for the execution of the whole (or any part) of the Services more particularly set out in the Schedule to be delivered subject to and in accordance with these Terms of Tender, the General Conditions set out in Part II hereof and the Special Conditions (if any) set out in the invitation to tender.

2. Tender

- (a) The tender relates to the execution of all (or any part) of the Services during the Contract period as specified in the Schedule.
- (b) The Schedule issued with the tender must not be altered by the Tenderer. Any modification of the Schedule 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 is not given with the tender or if any particulars and data asked for in the Schedule 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 If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a Council supplier.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. Charges

- (a) The charges to be quoted by the Tenderers are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include trade and cash discounts and all expenses incidental to the due and proper performance of the Contract by the Contractor.
- (b) If, at the request of the Contractor, assistance of any Council staff is provided after normal working hours (i.e. Mondays to Fridays, inclusive, 8:30 a.m. to 5:00 p.m.; Saturdays, 9:00 a.m. to 12:00 noon; Sundays and public holidays excluded) the Contractor will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Council staff directly engaged in such assistance.
- (c) 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.

- (d) 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.

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. This 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 are requested to confirm 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. Should no such or incomplete information be given, Tenderers’ offers will be bound by the requirements specified in the Tender Schedule.

6. 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.

7. 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 Services 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 or work of a third party.

8. Saving

The Council Representative 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 .

9. 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.

10. 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 service. The Council reserves the right to review their qualified status in the light of any new information relevant to their qualification.

11. Latest Audited/Unaudited Accounts

The Tenderers shall upon request by the Council representatives whilst their tenders remain open submit the latest accounts or unaudited accounts as appropriate for checking within 14 days from the date of such request. Late submission will not be considered.

12. 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.

13. 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 accepted 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.

14. 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.

15. 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.