

VOCATIONAL TRAINING COUNCIL

TERMS OF TENDER (For the Supply of Goods)

GENERAL TERMS

1. Contractual Period

Unless otherwise stated in the Tender Schedule, the contractual period shall be effective from the date of acceptance of tender to the fulfilment of contractual obligations.

2. Essential Information

Tenderers are required to provide information concerning the Brand, Model/Type, Name of Manufacturer and Country of Origin in respect of the product/equipment they offer. In addition, catalogues, pamphlets, descriptive literature, spare-parts lists, etc. must be submitted free of cost for consideration.

3. Statement of Compliance

Tenderers are requested to confirm that their offers submitted comply fully with the required specifications set out in the Tender Schedule. If an offer is not identical with the tender specifications, tenderers should provide full details of the alternative offer for consideration, but the Council reserves the right to accept or reject any offer that is not identical with the tender specifications.

4. Delivery Requirement

The items specified on the Tender Schedule are required to be delivered according to the instruction as specified in the tender after an order is placed.

If tenderers are unable to meet the delivery requirement, they must clearly indicate in the space provided on the Tender Schedule the alternative date of delivery offered for consideration. Should no such or incomplete information be given, it will be assumed that tenderers will adhere to the delivery requirement specified on the tender. Tenderers are requested to note that delivery of goods should be made by one complete consignment. No payment will be made for partial deliveries.

5. Quotation

- (a) Tenderers are requested to offer net prices including delivery unless otherwise stated in the Tender Schedule.
- (b) Prices must be quoted in Hong Kong Dollars in the Tender Schedule unless otherwise stated. However, tenderers may quote in foreign currencies if the goods or equipment offered are manufactured overseas.
- (c) The foreign currency quoted should be the currency of the country supplying the goods or equipment unless otherwise as agreed by the Vocational Training Council.
- (d) Local delivery and installation charges, if necessary, should be quoted separately in Hong Kong Dollars even though the prices for the materials or equipment have been quoted in foreign currency.
- (e) Once the offer in foreign currency has been accepted, payment will be made in such currency and subsequent request for payment in Hong Kong Dollars will not be entertained.
- (f) Unless otherwise agreed, payment in foreign currency will be made by telegraphic transfer. Tenderers are therefore requested to provide their bankers' names and account numbers in their offers.
- (g) Unless clearly specified in the Tender Schedule by tenderer to the contrary, prices quoted shall be firm throughout the contractual period.
- (h) Tenderers are requested to return their tender in a sealed ENVELOPE with the enclosed tender label sticking on the cover.
- (i) Acceptance of this tender will be made on an 'ITEMIZED' or 'OVERALL' basis.

6. Accuracy of Tender Prices

Tenderers should DOUBLE CHECK the prices quoted for accuracy 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 tendered prices.

7. 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 validity period of the offer.

8. C.I.F. Hong Kong Price Award

In the event of an award of a contract on C.I.F. basis, the contractor must ensure that all Delivery and Shipping Documents are received by the Vocational Training Council seven (7) clear working days prior to the arrival of the vessel on which the goods are carried unless other arrangements have been agreed upon in writing. Failure to present the necessary documents within the stipulated agreed time shall render the contractor liable for any landing and demurrage charges incurred due to the late arrival of such documents. In case of goods not conforming to the tender specifications, the contractor shall be liable for the payment of all local delivery and handling charges.

9. 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.

10. Educational Discount

The equipment listed in the tender schedule are required for 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.

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.

EQUIPMENT/MACHINERIES SUPPLY

11. 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.

12. Safety

The equipment items supplied shall comply with all safety requirements called for by the Laws of Hong Kong. The provisions of all safety devices shall be at a standard as demanded by the Factory and Industrial Undertakings Ordinance and Regulations.

13. 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 incurred within the warranty period shall be carried out free of charge by the supplier.

14. Technical Advice

The successful tenderers are required to provide technical advice in the setting up of the item/equipment at no cost to the Vocational Training Council.

15. 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.
16. Electrical Supply Characteristics
The equipment must be suitable for use on an electrical supply of 220 volts \pm 6%, 50 Hz Single Phase A.C. or 346 to 380 Volts 50 Hz Three Phase A.C.
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.
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.
17. 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.
18. Commissioning Test
Prices offered should include on-site machine commissioning test which is required as part of the acceptance procedures.
19. Acceptance Test
The items ordered will be acceptance tested at site, after complete installation.
20. 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 meet requirement of BDD/IEE regulations.

FURNITURE/WORKMANSHIP SUPPLY

21. Quality
Workmanship must be of an acceptable 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. The contractors shall make good any defects inclusive poor workmanship and inferior materials within the guarantee period.
22. 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 a priming before finished in the specified colour as appropriate.

VOCATIONAL TRAINING COUNCIL

GENERAL CONDITIONS OF CONTRACT

(Supply of Goods)

1. Total Quantities

- (a) Except with the written consent of the Council no orders may be placed and no deliveries may be made for the supply of goods in excess of the quantities specified against such goods in the Schedule.
- (b) Where the Council in writing instructs the Contractor to supply quantities in excess of those set out in the Schedule, the quantities specified in the Schedule shall be deemed to be amended to the extent sufficient to include such excess, and accordingly the prices indicated in the Schedule for the supply of the type of goods the subject of the excess, shall thereupon apply.

2. Assignment

The Contractor shall not, without the written consent of the Council assign or otherwise transfer this Contract, or any part share or interest therein, and the performance of this Contract by the Contractor shall be deemed to be personal to him.

3. Goods, Specifications and Proof Notes

- (a) The goods shall be of the qualities and sorts described and equal in all respects to any specifications or drawings mentioned in the Schedule or to any specifications, drawings or samples supplied by the Contractor before acceptance of this tender.
- (b) Any drawings and specifications reasonably required for the Contractor's guidance in the execution of this Contract shall be furnished to him by the Council free of charge but shall be returned on completion of the Contract.
- (c) If required the Contractor shall furnish the Council with a proof note or certificate showing that the goods have been subject to the normal tests for such goods or such tests as the Council may reasonably require.
- (d) All goods not otherwise specified shall be in accordance with British Standard Specifications where such exist.

4. Delivery

The Contractor shall, on receipt of a written order from the Council supply and deliver in accordance with the delivery conditions specified in the Schedule and to the destination named in such order, the quantities of goods therein specified within the time or times specified in such order, or if no time is specified, then within 14 days of the lodging of such order and in this connection, time shall be deemed to be the essence of the Contract. Each delivery shall be accompanied by a copy of the order, and the Contractor shall ensure that he obtained a receipt thereof from the Council, but such receipts shall not constitute an acknowledgement that the goods therein mentioned are acceptable or satisfactory.

5. Conveyance

The Contractor shall at his own expense deliver the goods to the destination specified in the order and shall be responsible for delivery in good condition.

6. Inspection and Acceptances

All deliveries of goods will be subject to inspection and accordingly shall not be deemed to have been accepted unless either:

- (a) The Council shall furnish the Contractor with an Acceptance Note; or
- (b) The goods are not rejected within 28 days of delivery.

7. Rejections

- (a) Without prejudice to any statutory rights the Council may reject any goods which do not strictly conform with the conditions of sub-clause (a) of Clause 3 of this Part or which are damaged, spoiled or soiled.
- (b) Within 24 hours of being notified in writing by the Council of the rejection of any goods delivered the Contractor shall remove the same.

- (c) Within 7 days after notification of rejection or such longer period as is specified in the Special Conditions of Contract, the Contractor shall replace the goods rejected with satisfactory goods specified in the order or, in the case where replacement goods have to be obtained from sources outside Hong Kong, the Contractor must advise the Council the delivery date when replacement goods will be delivered unless with the notification of rejection, the Council shall have notified the Contractor that it does not require the replacement of such goods. Unless otherwise provided in the Contractor's offer, the Council reserves the right to apply that of Clause 10 of this Part relating to termination if replacement delivery cannot be made within the period referred to above and the goods are urgently required to meet essential requirement of the Council.
- (d) If it shall be proved to the satisfaction of the Council that the Contractor has offered for delivery any goods which have previously been rejected by the Council, the Council shall immediately thereupon be at liberty, to terminate this Contract in manner provided in Clause 10 of this Part and subject to the provisions of such Clause.
8. **Empties**
If the Contractor in his tender has requested the return of empties to him he shall be entitled unless otherwise provided for under the Special Conditions to collect the same at any time after the expiration of 28 days from the date of delivery (or such earlier date as may be arranged with the Council) at his own cost and the Council shall not incur any responsibility in respect of the loss or damage of such empties whilst under its control.
9. **Payment for Goods**
With every delivery of goods under this Contract, an invoice stating the order number, particulars of goods delivered and the quantity, rate and value shall be sent by the Contractor to the place of delivery or as otherwise directed. Unless otherwise agreed by the Council no payments for goods so delivered will be made until the same are deemed to have been accepted within the meaning of Clause 6 of this Part. Once accepted, payment will be made within 30 days of certification by the Council.
10. **Default**
If the Contractor shall fail to deliver all or any of the goods ordered within the time specified in such order or as otherwise provided in Clause 4 of this Part, the Council shall immediately thereupon be at liberty to terminate this Contract by notice in writing to the Contractor, but without prejudice to any claims by the Council for breach of Contract and, in particular, the right to procure any goods then outstanding from any other source, and the Contractor shall be liable for any sum or sums so incurred in excess (hereinafter called "any excess") of the prices quoted in the Schedule by the Contractor.
11. **Recovery of Sums Due**
Whenever under this Contract any sum of money should be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Council Contract.
12. **Liability for Damages or Compensation**
(a) The Council shall not be liable for or in respect of any damages or compensation under the Fatal Accidents Ordinance, the Employees' Compensation Ordinance, the Occupiers' Liability Ordinance for the time being in force, or at Common Law by or in consequence of any accident or injury to any workman or other person whether in the employment of the Contractor or any Sub-contractor and the Contractor shall indemnify and keep indemnified the Council against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
(b) In the event of any workman or other person employed on any work done in pursuance of this Contract whether in the employment of the Contractor or a Sub-contractor suffering any personal injury and whether there be a claim for compensation or not, the Contractor shall within 7 days give notice in writing of such personal injury to the Council.
13. **Bankruptcy**
The Council may at any time by notice in writing summarily terminate this Contract without entitling the Contractor to compensation in any of the following events:

- (a) If the Contractor shall at any time be adjudged Bankrupt, or shall have a receiving order or order for administration of his estate made against him, or shall take any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purports so to do; or
- (b) If the Contractor, being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a Receiver or Manager shall be appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver or Manager.

Provided always that such determination shall not prejudice or affect any right or action or remedy which shall have accrued or shall accrue thereafter to the Council.

14. Corrupt Gifts

- (a) If the Contractor or Sub-contractor or any employee or agent of the Contractor or Sub-contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance for the time being in force or any subsidiary legislation made thereunder or under any law of a similar nature in relation to this or any other Council Contract, the Council may, summarily terminate this Contract or Sub contract, as the case may be, without entitling the Contractor or the Sub-contractor to any compensation therefor.
- (b) The Contractor or Sub-contractor shall be liable for all expenses necessarily incurred by the Council as the result of the termination of this Contract.

15. Guarantee

- (a) Without prejudice to the generality of clause 3(a) hereof, the Contractor will guarantee the quality of the goods, and any part or portion thereof, for a period of 12 months from the date of acceptance thereof.
- (b) Notwithstanding Clause 6 of this Part, the contractor shall make good as soon as possible, all defects in the goods arising from defective design, materials, workmanship or any other cause discovered within the said period.
- (c) In the event of any defect in the goods being discovered, the Council Representative shall inform the Contractor in writing of the nature of the defect, and if the Council Representative does not reject the goods, the Contractor will repair the defective goods to the satisfaction of the Council Representative, free of all cost to the Council.
- (d) In the event that the Contractor is required to replace any defective goods but he does not at the same time call for the return of the defective goods, no responsibility for the defective goods shall rest upon the Council and the Council may dispose of them after a reasonable time in whatever manner as it sees fit.
- (e) If any defects are not made good within a reasonable time, the Council may, after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expenses without prejudice to any other rights which the Council may have against the Contractor.
- (f) The Contractor shall remain liable to the Council under the terms of this clause whether or not the goods, or any part thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any goods not manufactured by him shall be under the same liability to the Contractor as the liability undertaken by the Contractor to the Council pursuant to this clause.

16. Patent Rights

The Contractor shall indemnify the Council against all claims arising at any time on account of the manufacture or use of the goods infringing any patent rights, copyrights or registered design rights, or on account of any claims for royalties arising from the manufacture or use of the goods, and the Contractor shall also be liable for any cost to the Council of negotiation or litigation that may arise from any such claims.

17. Government Regulations

- (a) The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government of other competent authority in the country of manufacture.
- (b) The contractor shall indemnify the Council against any penalty, loss or cost arising as a result of the Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and in addition, the Council reserves the right to claim full compensation under Clause 10 of this Part in the event of the whole or any part of the contract not being completed as a result of such failure to comply.

18. These General Conditions of Contract shall apply to the extent to which they are not inconsistent with the Special Conditions of Contract (if any).