FORM OF TENDER

PART	CONTENTS
I	GENERAL CONDITIONS
II	PARTICULAR TERMS AND CONDITIONS
III	SPECIFICATIONS
IV	SCHEDULE OF RATES
V	RETURN OF TENDER

SUBJECT : **TENDER FOR THE SUPPLY OF VEHICLE FOR ELCHK, SMART CLUB**

TENDER REFERENCE NO. **2026-27/005-LF-STC**

PART I - GENERAL CONDITIONS

1. Definitions

1.1 In this document, the following words and expressions shall have the following meanings unless the context otherwise requires :-

'Contract'	means a contract between the Contractor and the Purchaser for the supply and purchase of the Goods and/or Services;
'Contractor'	means the successful Tenderer whose Tender is awarded in accordance with Clause 6.1 of this Part;
'Purchaser'	means Evangelical Lutheran Church Social Service – Hong Kong ("ELCSS-HK");
'Goods'	mean the goods, articles, products and/or materials which are set out in Part III of the Tender Documents;
'Services'	means the services which are set out in Part III of the Tender Documents;
'Site'	means ELCHK, Smart Club, No.341-360, 3/F, Shek Yuk House, Chun Shek Estate, Shatin;
'Hong Kong'	means Hong Kong Special Administrative Region of The Peoples' Republic of China;
'Tender'	means the document known as Return of Tender set out in Part V of the Tender Documents duly completed and signed by the Tenderer and all documents and information which are required to be submitted by the Tenderer set out in Part IV along with the said Return of Tender;
'Tender Closing Date'	as stated in the invitation letter;
'Tender Documents'	mean every part of this document from Part I to Part V (both inclusive) being the General Conditions, Particular Terms and Conditions, Specifications, Schedule of Rates, Return of Tender;
'Tenderer'	means any person, firm or company who submits the Tender following the instructions attached thereto and in accordance with the terms of the Tender Documents.

1.2 Unless the context otherwise requires, words denoting singular shall denote plural and vice versa, and words referring to the male gender shall include the female or neuter gender and vice versa.

1.3 Clause headings in these Tender Documents are for reference and convenience only and shall not affect the interpretation thereof.

2. Invitation to Tender

The Purchaser invites tenders for the supply of the Goods and/or Services. Specifications of the Goods and/or Services are set out in Part III of the Tender Documents. This part, hereby referred to as Part I, contains the General Conditions of the Purchaser's Invitation to Tender. Interested Tenderers should follow the terms under this part to submit a valid Tender to the Purchaser. Part II contains the Particular Terms and Conditions relating to the Goods and/or Services. They shall be incorporated, so far as applicable, to the actual contracts for the supply of the Goods and/or Services.

3. Tender

Tenderers should be aware of the following when submitting a Tender :-

3.1 The Tender concerns the supply of all or any part of the Goods and/or Services which are specified in Part III.

3.2 The Tender relates to the provision of the Goods and/or Services to any company within the meaning of a 'Purchaser' as defined in Clause 1.1 above.

3.3 Tenders may not be considered if complete information is not given. Full details as to the descriptions, catalogues and documentary evidence as well as any particular details asked for in the Tender Documents must be given when the Tenderer submits his Tender.

3.4 The Tender and the Tender Documents shall not be altered by the Tenderer. Any modification considered necessary by the Tenderer should be requested by a letter accompanying the Tender for the Purchaser's consideration.

4. Tenders to Remain Open

4.1 Tenders shall remain open for acceptance for not less than 180 days after the Tender Closing Date. If no contract for goods/ services is received within 180 days, the tender will be considered as unsuccessful.

4.2 All Tenders must be submitted by the Tenderer on or before the Tender Closing Date and deposited in the tender box provided by the Purchaser in accordance with the invitation letter. Time is of essence in relation to the Tender submission and late Tenders will not be considered.

4.3 In case a "Black Rainstorm Signal", "Tropical Cyclone Warning Signal No. 8 or above" and post-super typhoon "Extreme Conditions" announcement by the Government is in force for any duration between 9:00 a.m. (Hong Kong time; same thereafter) and 12:00 noon on the day when the Tender Closing Date falls due, the Tender Closing Date will be extended to 12:00 noon on the next working day (i.e. except Saturday, Sunday and Public Holiday).

5. Prices

Tenderers must quote their prices for each item of the Goods and/or Services and must comply with the following requirements:-

5.1 The prices quoted must be expressed in Hong Kong dollars. Such prices must be the net prices of the Goods and/or Services having already taken into account all trade and cash discounts. The Tenderer must also specify the cost of any containers, packing, packing materials and/or delivery which may be incurred in the supply of the Goods and/or Services.

5.2 The Tenderer must quote his prices in Part IV of the Tender Documents known as the Schedule of Rates.

5.3 All schedules and tables found in Part IV must be duly signed and stamped with the company chop of the Tenderer.

5.4 Unless the Tenderer clearly stipulates otherwise, the prices quoted in Part IV shall be deemed to be fixed throughout the duration of the Contract to be entered into between the Purchaser and the Tenderer (if his Tender is awarded). No request for price variation will otherwise be accepted. If a Tenderer wishes to include a price variation clause in his Tender, he may do so, but with the full knowledge and understanding that such a clause

may prejudice the award of his Tender. When submitting a Tender with a price variation clause, the Tenderer must stipulate the basis of the price variation, i.e. the formula. No provisions for price variation shall bind the Purchaser unless and until the same is accepted in writing.

5.5 Tenderers shall ensure that the prices quoted are accurate before submitting their Tenders. Under no circumstances will any request for price adjustment be accepted on the grounds that a mistake (whether intentional or unintentional) has been made in the Tender.

6. Award of Tender

6.1 The successful Tenderer, i.e. the Contractor, will receive a Letter of Award ("**Letter of Award**") from the Purchaser.

6.2 Upon the award of the Tender, the Purchaser may at his own timing and decision enter into Contract with the Contractor based on the quotations made in the Contractor's Tender. The Purchaser shall conclude the Contract by way of signing formal agreements with the Contractor. The Contracts concluded shall incorporate, so far as applicable, the terms and conditions under the Tender Documents.

6.3 In consideration of the Letter of Award, the Contractor shall give the Purchaser a collateral warranty that his terms and quotations in the Tender shall be the same terms and quotations offered to the Purchaser for acceptance. The Purchaser will revoke the Letter of Award if the Contractor does not comply with this warranty. The Contractor shall also warrant that the terms and conditions in his Tender will remain the same for the period set out under Clause 1 of Part II of the Tender Documents.

6.4 Any estimates on the requirement or demand of the Goods and/or Services in Part III are for information only and the Purchaser does not commit to himself to ordering such amounts specified to be 'estimates' from the Contractor. The actual order quantity is subject to the Contract signed by the Contractor and the Purchaser.

7. Alternative Standards

Alternative standards proposed by the Tenderer which may be comparable to the prescribed standards mentioned in the Tender Documents may be considered by the Purchaser. The Tenderer shall state clearly with which standard his offer will comply and a full comparison of the two standards shall be submitted together with the Tender for the Purchaser's consideration.

8. Alternative Proposals and Negotiation

Alternative proposals by the Tenderer which may improve the value of his Tender may be submitted. The Purchaser reserves the right to negotiate with any Tenderer about the details of such alternative proposals.

9. Saving

The Purchaser is not bound to accept any Tender and reserves the right to accept or reject all or any part of any Tender at any time within the period mentioned in Clause 4 hereof.

10. Contractors' Performance Monitoring

10.1 During the period of the Contract, the successful Tenderer, i.e. the Contractor, shall keep sufficient stock of the Goods if the subject matter of supply is the Goods and shall maintain sufficient equipment and/or manpower if the subject matter of supply is the Services. In the event that there is any delay on the part of the Contractor to deliver the Goods or provide the Services due to insufficient stock or insufficient equipment or manpower, the Purchaser is entitled to discontinue any orders or any part thereof by written notice forthwith.

10.2 Tenderers are advised that should their Tenders be awarded, their performance after the award will be closely monitored and taken into account when any future Tenders of them for other matters are being evaluated.

11. Safeguarding National Security

11.1 The Tenderer/Contractor shall comply with The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region.

11.2 Notwithstanding anything to the contrary in the tender documents, the Purchaser reserves the right to disqualify a Tenderer on the grounds that the Tenderer has engaging, or is reasonably believed to have engaged or be engaging in or activities that are likely to cause or constitute the occurrence of offences endangering national security, or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

11.3 The Purchaser may immediately terminate the contract upon the occurrence of any of the following events:

(a) the Contractor has engaged or is engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;

(b) the continued engagement of the contractor or the continued performance of the contract is contrary to the interest of national security; or

(c) the Purchaser reasonably believes that any of the events mentioned above is about to occur.

12. Corrupt Gifts

12.1 If the Contractor or any of his employees or agents 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 the Contract or any other ancillary contracts, any individual Purchaser may terminate his Contract with the Contractor, without entitling the Contractor to any compensation thereof.

12.2 The Contractor shall be liable for all losses and expenses necessarily incurred by any Purchaser as the result of such termination of Contract.

13. Warranty against Collusion

13.1 By submitting a Tender, a Tenderer is regarded to have represented and warranted to the Purchaser that in relation to the invitation to tender :-

(a) save with the prior written consent of the Purchaser, it has not communicated and will not communicate to any person, corporation, organization or other entity ("Person") other than the Purchaser or the Purchaser the amount of any price submitted in his Tender;

(b) it has not fixed and will not fix the amount of any price submitted in his Tender by arrangement with any Person;

(c) it has not made and will not make any arrangement with any Person as to whether it or that other Person will or will not submit a tender; and

(d) it has not otherwise colluded and will not otherwise collude with any Person in any manner whatsoever in the tendering process.

13.2 In the event that a Tenderer is in breach of any of the representations and/or warranties in Clause 13.1 above, the Purchaser shall be entitled to, without compensation to any Person or liability on the part of the Purchaser:-

(a) reject the Tenderer's Tender;

(b) if the Purchaser has accepted the Tender, withdraw his acceptance of the Tender; and

(c) if the Purchaser or any of them has entered into the Contract with the Tenderer, terminate all or any Contract.

13.3 By submitting a Tender, a Tenderer is regarded to have undertaken to indemnify and keep indemnified the Purchaser and the Purchaser jointly and severally against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause 13.1 above.

13.4 A breach by a Tenderer of any of the representations and/or warranties in Clause 13.1 may prejudice his future standing as a contractor or service provider to the Purchaser.

13.5 Clause 13.1 shall have no application to a Tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of the prices quoted in his Tender, or with his professional advisers, consultants or sub-contractors to solicit their assistance in preparation of his Tender.

13.6 The rights of the Purchaser and the Purchaser under Clauses 13.2 to 13.4 above are in addition to and without prejudice to any other rights or remedies available to him against the Tenderer.

14. Rights of Third Parties

Nothing in this Contract is intended to or shall confer upon any other party any right, benefit or remedy of any nature whatsoever under or by reason of the Contract and the application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

15. Personal Data Privacy and Protection

15.1 In carrying out the Services under the Contract, the Contractor shall and shall procure its employees to comply in all respects with the Personal Data (Privacy) Ordinance (Cap. 486 Laws of Hong Kong) and all codes of practice and guidance materials issued from time to time by the Privacy Commissioner or any other relevant regulatory or professional body in Hong Kong in so far as the same relate to personal data.

15.2 Any personal data transferred by the Purchaser to the Contractor and/or any personal data collected by the Contractor as part of the Services (collectively, the "Disclosed Data") shall only be used by the Contractor for the purpose of carrying out the Services ("Permitted Purpose"). If the Contractor shall use the Disclosed Data for any purpose other than the Permitted Purpose, the Purchaser shall be entitled to terminate the Contract immediately, without notice to the Contractor.

15.3 The Contractor shall indemnify the Purchaser for any loss, damage, cost expense or other liability suffered or incurred (whether directly or indirectly) by the Purchaser as a consequence of the Contractor's use of the Disclosed Data for improper purposes.

15.4 The Contractor expressly agrees and undertakes:-

(a) to keep the Disclosed Data confidential and not to disclose the Disclosed Data to anyone except for the Permitted Purpose;

(b) to ensure that it has in place and maintains appropriate security measures (including but not limited to maintaining formal access control on the Disclosed Data by its staff and keeping logs on access and use of the Disclosed Data) which will protect all Disclosed Data from theft and other unauthorized or accidental access, processing, erasure, loss or use of the Disclosed Data transferred to the Contractor for processing;

(c) to keep confidential and not disclose to anyone the fact that the Disclosed Data has been made available to it;

(d) to use all reasonable endeavors to ensure that any person to whom it passes any Disclosed Data acknowledges and complies with the provisions of the Contract as if that person were also a party to it;

(e) not to have any contract with the individuals who are the subject of the Disclosed Data, except for the Permitted Purpose or otherwise with the Purchaser's prior written consent;

(f) to adopt measures (such as having personal data protection policies and procedures in place and providing adequate training to its relevant staff to ensure that the Contractor's relevant staff will carry out the security measures and comply with the obligations under these terms and conditions regarding the handling of personal data.

15.5 The Contractor shall not keep any Disclosed Data longer than is necessary for processing of the Disclosed Data. Within 1 month after completion of the Services, the Contractor shall:

(a) return, destroy or permanently erase all such Disclosed Data using industry-standard data erasure software;
(b) destroy or permanently erase all copies of such Disclosed Data made by the Contractor using industry-standard data erasure software;
(c) use all reasonable endeavors to ensure that anyone who has received any such Disclosed Data destroys or permanently erases such Disclosed Data and any copies made by it or him using industry-standard data erasure software;
(d) timely report to the Purchaser on the erasure actions.

in each case, save to the extent that the Contractor or the recipients are required to retain any such Disclosed Data by any applicable law, rule or regulation or by any competent judicial, governmental supervisory or regulatory body.

16. Intellectual Property Rights

The Contractor shall indemnify any Purchaser against all claims arising at any time on account of the manufacture or use of any Goods or of the provision of any Services infringing any patent rights, copyrights or registered design, or other intellectual property's rights, or on account of any claims for royalties arising from the manufacture or use of any Goods or from the provision of any Services, and the Contractor shall also be liable for any cost to any Purchaser that may arise from any such claims.

17. Confidentiality

If in the course of performing any Contract, the Contractor receives proprietary information of any Purchaser relating to his business, operations, equipment or products, the Contractor will retain all such information in confidence and will not disclose it, except in the necessary course of performing such Contract.

18. Government Regulations

18.1 The Contractor shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in relation to the supply of the Goods and/or Services.
18.2 The Contractor shall indemnify the Purchaser 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.
18.3 Contractor's failure to comply with any of the said enactments, orders, regulations, or other instruments and as a result causing the whole or any part of any Contract not being completed by Purchaser, the Purchaser shall reserve the right to claim full compensation in the event.

19. Cancellation or Withdrawal of Tender

The Purchaser reserves the right to cancel or withdraw his invitation for tender for whatever reasons at any time before a Letter of Award is given to any particular Tenderer. The Purchaser is not obliged to consider or accept any conforming Tenders and reserves the right to make such cancellation.

PART II – PARTICULAR TERMS AND CONDITIONS

1. Contract between Purchaser and Contractor

1.1 The Purchaser may rely on the Contractor's Tender to form a Contract with the Contractor after the Contractor has been granted a Letter of Award by the Purchaser.

1.2 A Purchaser shall conclude a Contract by entering into a formal contract with the Contractor by-incorporating the terms of the Tender Documents.

1.3 The Contractor's price quotations given in the Tender shall apply to the Contract made between him and the Purchaser. Such quotations shall be fixed throughout the period as stated in Part V – Return of Tender (both days inclusive) and shall not be adjusted or altered in any way irrespective of any fluctuations in the cost of any materials, labour wages, delivery cost or any other cost in relation to the supply of the Goods and/or Services.

2. Clauses Specific to Supply of Goods and of Services

These Tender Documents shall be used to invite both tenders for the supply of Goods and tenders for the supply of Services. For the avoidance of doubt, **Clauses 3 to 9** (both inclusive) hereof shall be applicable only to the supply of Goods and **Clauses 10 to 14** (both inclusive) hereof shall be applicable only to the supply of Services. Other clauses under this Part shall be applicable to both tenders for the supply of Goods and for the supply of Services.

3. Quality of Goods, Rights of Purchaser and Quality Tests

3.1 The Goods supplied by the Contractor under the Contract shall be of merchantable quality, fit for the purpose for which goods of that kind are commonly bought, and comply with the Specifications under Part III of the Tender Documents. A Purchaser may require the Contractor to provide samples of the Goods being ordered. If the samples are accepted by the Purchaser, the Contractor must deliver each item of the Goods in conformity with the quality of such samples. The quality in question is the quality at the time when the sample is provided. If the Purchaser has further received any drawings or other descriptions from the Contractor in relation to the Goods, the Contractor must deliver the Goods in conformity with such drawings or other descriptions.

3.2 If the Goods do not comply with the requirements under Clause 3.1 above, the Purchaser ordering the Goods may by notice in writing served on the Contractor pursuant to Clause 5 below exercise the following powers :-

(a) reject all or part of the Goods being delivered and refuse to pay for such rejected or rejected part of the Goods;

(b) require the Contractor to repair or replace all or any of the Goods which are not in compliance with the Clause 3.1 requirements; and/or

(c) terminate the whole or any part of the Contract in question forthwith.

3.3 The Contractor, if required, shall furnish the requesting Purchaser with a proof note or a certificate showing that the Goods delivered have been subjected to and passed the normal quality tests for such Goods or such other tests as may be reasonably requested by the Purchaser.

4. Delivery

4.1 The Contractor shall supply and deliver the Goods according to the stipulated date, volume, quantity, destination, dimensions, colors and/or any other requirements together with the general conditions of delivery stipulated in the Contract between the Purchaser and the Contractor.

4.2 The Contractor shall deliver the Goods at his own cost and expense to the destination specified in the Contract.

4.3 Each delivery by the Contractor shall be accompanied by the Delivery Note stating the Contract number, and in return, the Contractor shall obtain receipt from the Purchaser. Such receipt shall not constitute an acknowledgment that the Goods therein mentioned are acceptable or considered satisfactory by the Purchaser. The Purchaser reserves the right to reject the Goods pursuant to the powers herein mentioned.

5. Inspection and Acceptance

5.1 All Goods delivered shall be subject to inspection and/or testing by the Purchaser.

5.2 The Purchaser shall have 30 days ("**Inspection Period**") to conduct the inspection and/or testing from the date of receipt of the Goods.

5.3 A written notice shall be given by the Purchaser to the Contractor no later than 14 days after the Inspection Period if the Purchaser does not accept all or any part of the Goods. The written notice shall specify whether the Purchaser intends to exercise any of his rights under Clause 3.2 above. If no such written notice is given within the aforesaid period, the Goods delivered shall be deemed to have been accepted by the Purchaser at the end of such period.

6. Treatment of Goods Rejected

6.1 If a Purchaser rejects any or any part of the Goods pursuant to Clause 3.2 above, the Contractor shall remove the same at his own expenses from the Purchaser's premises within 30 days from the date of the notice issued under Clause 5.3 above. If the Contractor fails to remove the Goods within such period, the Purchaser may dispose of the same at any time and by whatever means as the Purchaser sees fit. No liability shall attach to the Purchaser in respect of such disposal.

6.2 If the Purchaser requests the Contractor to replace the Goods pursuant to Clause 3.2(b) above, the Contractor shall effect the replacement within a reasonable period of time after the Purchaser has made the request. Where the replacement involves obtaining goods from sources outside Hong Kong, the Contractor shall at the first reasonable opportunity advise the Purchaser of the delivery date of such replacement and such date must be to the satisfaction of the Purchaser.

6.3 If the Purchaser discovers that the Contractor offers for delivery any goods which have previously been rejected by the Purchaser or any other third parties, the Purchaser shall be entitled to immediately terminate the Contract.

6.4 This Clause is in addition to and without prejudice to any other rights which the Purchaser may have in relation to the Goods including but not limited to the right to claim for damages or losses suffered as a result of the Contractor's breach of the Contract.

7. Payment for Goods

7.1 Where the Contractor is required to deliver any Goods to a Purchaser, the Contractor shall issue an invoice to the Purchaser stating the Contract number, particulars of the Goods delivered, quantity, rate and value of each item and send the invoice to the place where the Goods are to be delivered or as otherwise directed by the Purchaser.

7.2 Unless otherwise agreed, the Purchaser shall not make payment to the Contractor for the Goods delivered until the same have been accepted in accordance with Clause 5 of this Part above. Once the Goods are accepted, payment will be made by the Purchaser within 30 days' credit upon presentation of invoice after the Inspection Period.

8. Compensation

8.1 In the event that all or any of the Goods are not duly delivered, the Purchaser shall have the right to purchase the undelivered Goods or, if such Goods are not then readily available in Hong Kong, goods of comparable quality and quantity then readily available in Hong Kong from any other sources and claim against the Contractor for all costs and expenses incurred by the Purchaser in excess of the Contract Rates and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.

8.2 If the Goods or any part thereof do not meet the Specifications under Part III of the Tender Documents, the Purchaser shall have the right to (i) demand the Contractor to replace such Goods at the Contractor's sole costs and expenses; and/or (ii) procure from other sources for the supply of the Goods or, if such Goods are not then readily available in Hong Kong,

goods of comparable quality and quantity then readily available in Hong Kong and claim against the Contractor for all costs and expenses incurred by the Purchaser in excess of the Contract Rates and all other costs, expenses, losses and damages incurred or suffered by the Purchaser as a result thereof or in connection therewith.

9. Guaranteed Period

9.1 Without prejudice to the generality of Clause 3.1 above, the Contractor shall guarantee the quality of the Goods (except fair wear and tear) for the Guarantee Period stated in the Part III Specifications from the date of the Purchaser's acceptance as provided in Clause 5 above.

9.2 During the Guaranteed Period, if any defects are found to be attributable to the Contractor's defective design, materials, workmanship or other factors, the Contractor shall be liable to make good those defects free of charge for the Purchaser as soon as possible.

9.3 Upon discovering the defects mentioned above, the Purchaser shall inform the Contractor in writing the particulars and extent of the defects and the Contractor shall repair or replace the defective Goods free of charge and to the satisfaction of the Purchaser.

9.4 If 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 from the Purchaser, the Purchaser may dispose of them after a reasonable time in whatever manner as it sees fit.

9.5 If the defects discovered during the Guaranteed Period are not made good within a reasonable period, the Purchaser may, after serving a written notice of 7 days on the Contractor, proceed to rectify the defects by repair or replacement and thereafter require the Contractor to pay for reimbursement of such repair or replacement costs.

9.6 The Contractor shall remain liable to the Purchaser under this clause whether or not the Goods, or any part thereof, were directly manufactured by the Contractor.

10. Quality of Services

10.1 The Services supplied by the Contractor under the Contract shall be of good reasonable quality in line with general standards of similar services available in the market and comply with the Specifications set out in Part III of the Tender Documents (if any). If any pledges and/or representations are being given by the Contractor as to his performance of the Services, the Contractor is bound to deliver the Services in accordance with such pledges and/or representations. The Contractor must also comply with the Purchaser's working instructions mentioned in Clause 11.1 below.

10.2 If the Contractor fails to deliver the Services in accordance with Clause 10.1 above, the Purchaser is entitled to issue a written complaint to the Contractor requiring him to make good or remedy any problems and/or deficiencies within a reasonable period. If the Contractor fails to comply with such written complaint or if the Purchaser has within a period of 7 days issued 2 written complaints to the Contractor for any problems and/or deficiencies, the Purchaser shall be entitled to terminate the Contract forthwith by notice in writing and exercise any of the following rights against the Contractor:-

(a) Reject the Services and refuse to pay for the same or any part thereof; or

(b) Require the Contractor to pay compensation for any loss or damage which is or may be suffered by the Purchaser as a result of the termination.

11. Instructions and Payment for Services

11.1 The Contractor shall provide the Services to the Purchaser according to the instructions stated in the Contract. Details as to time, date, location, premises, duration, frequency, magnitude, or other working instructions will be specified by the Purchaser and must be strictly followed by the Contractor.

11.2 Subject to the Purchaser's right under Clause 10.2 above and provided that the Contractor fulfills his obligations under the Contract, the Purchaser shall make payment to the Contractor in accordance with those specific provisions as stated in the Letter of Award / Contract.

11.3 The Contractor shall be required to issue invoice to the Purchaser. The invoice will state the particulars of the Services and the period for which the Services had covered. Invoices shall be issued as soon as the Services covered had been fully rendered. They shall be sent to the Purchaser's business address or as otherwise directed by the Purchaser.

11.4 The amount payable to the Contractor will be calculated by reference to the items of Services rendered and in accordance with the fee quotations specified in the Contractor's Tender.

12. Trial Period

12.1 If the Services to be provided are on a regular basis exceeding 3 months, the Purchaser is entitled to a trial period of 3 months from the date of Contract and may terminate the Services with immediate notice to the Contractor.

12.2 All expenses incurred by the Contractor during this period shall be borne exclusively by the Contractor.

12.3 The Contractor shall receive the service fees during the Trial Period, if service is satisfactory and accepted by the Purchaser.

13. Contractor's Staff

13.1 The Purchaser may specify the manpower needed in relation to the Services. The Contractor, in such case, shall provide adequate number of staff for the purpose of providing the Services.

13.2 The Purchaser may also stipulate that the Contractor's staff shall meet certain standards and qualifications. If any discrepancies as to such standards and qualifications are discovered, the Purchaser may require the Contractor to replace those staff not meeting the standards and qualifications.

13.3 Without prejudice to Clause 13.2 above, the Purchaser shall have the right to require the Contractor to replace any staff whom the Purchaser considers to be unsuitable for providing the Services.

13.4 The Contractor must ensure that all personnel employed by it for carrying out his duties or performing any work on his part required under any terms of the Contract is under direct employment with it or his holding or subsidiary companies and that the Contractor or his holding or subsidiary companies has provided or will provide for the personnel all benefits and protections required under any laws, by-laws, rules and regulations applicable to employment including but not limited to Employment Ordinance, Employee's Compensation Ordinance, Mandatory Provident Fund Scheme Ordinance or Occupational Safety and Health Ordinance and any subsidiary legislations, rules or regulations made under them.

14. Reports

The Purchaser may require the Contractor or his staff to provide regular reports in relation to the Services. Such requirements may be specified in Part III of the Tender Documents or in the provisions of the Contract (as the case may be).

15. Safety at Work

15.1 The Contractor shall comply with all laws, ordinances, rules, regulations, by-laws, codes of practice, technical memoranda, guidance notes, guidelines, practice notes and requirements of the Government of Hong Kong or competent authority applicable to any works or activities of the Contractor and the Services or any parts thereof for the time being and as may be amended from time to time during the Contract ("Applicable Laws").

15.2 The Contractor shall identify, evaluate all hazards and risks and take all necessary precautions to protect the safety and health of all persons appointed or employed by the Contractor for the Services ("Contractor's Employees") and all other persons who may be affected by the works or activities of the Contractor or the Contractor's Employees, including but not limited to employees of the Purchaser.

15.3 The Contractor shall ensure that all the Contractor's Employees are adequately trained, supervised, competent, provided with adequate information and instructions for their tasks and familiar with all tools, equipment, appliances, plants and machineries for performing their tasks and the use, application, handling and operations thereof.

15.4 The Contractor shall carry out regular inspection to and properly repair and maintain all tools, equipment, appliances, plant and machinery used or applied in the Services to ensure safety and health of all persons using or affecting by them. If any test, report or certificate on the tools, equipment, appliances, plant or machinery is required under any Applicable Laws, the Contractor shall carry out such test, obtain the report or certificate and provide to the Purchaser a copy thereof within 7 days from the issuance thereof.

15.5 The Contractor shall provide, implement and maintain systems of work to ensure safety and absence of risks to health of the Contractor's Employees and all persons affecting by works or activities of the Contractor or the Contractor's Employees and ensure that the systems of work are strictly followed and implemented.

15.6 In the event of any dangerous occurrence, fatal accident, injury cases or other major incidents, the Contractor shall immediately inform the Purchaser's Representative with no delay. The Contractor is also required to submit investigation report in writing, in the format provided by the Purchaser or the Manager, within three calendar days.

15.7 Safe and healthy requirements set out in these Specifications are not meant to be exhaustive, the Contractor shall be wholly responsible for formulating and implementing all measures and providing all equipment and facilities necessary or reasonable for the health and safety of the Contractor's Employees at work and all other persons affecting by his works or activities.

16. Recovery of Sums Due

Whenever under the Contract any sum shall be recoverable by a Purchaser from or shall be payable to a Purchaser by the Contractor, such sum may be deducted from any sum then due or may become due to the Contractor by the Purchaser(s) under or in relation to the Contract.

17. Termination

A Purchaser shall have the right to forthwith terminate any Contract with the Contractor by serving written notice if the Contractor commits any breach of the terms of such Contract or the Tender Documents.

18. Indemnity

18.1 The Contractor shall at all times keep any Purchaser indemnified against all actions, claims, suits, costs, damage, loss, liabilities, demands and expenses which may be incurred, sustained or arise out of or in connection with the provision of the Goods /Services by the Contractor and any non-performance or non-observance of any of the Contractor's obligations under any of the Contracts to be performed by the Contractor.

18.2 The Contractor shall pay or reimburse any Purchaser on demand all costs, charges and expenses incurred and all payments made by the Purchaser (including legal costs and disbursements on a full indemnity basis) in the lawful exercise of any rights conferred upon it under any Contract.

19. Bankruptcy

In the event of occurrence of any of the following events, the Purchaser may at any time by notice in writing forthwith terminate the Contract with the Contractor without entitling the Contractor to any compensation thereof:-

19.1 If the Contractor shall at any time be adjudged bankrupt or insolvent, or shall have a receiving order or order for administration of his estate made against him, 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

19.2 If the Contractor, being a company, shall pass a resolution or the court shall make an order for the liquidation of his assets or a receiver or manager shall be appointed on behalf of his debenture holders, or circumstances shall have arisen that entitle the court or debenture holders to appoint a receiver or manager;

Provided always that such termination shall not prejudice or affect any right or right of action or remedy which shall have accrued or shall accrue to any such Purchaser on or before the aforesaid termination.

20. Warranty

20.1 The Contractor shall warrant to the Purchaser that, if the subject matter of supply are the Goods, the Goods will conform to the Specifications under Part III of the Tender Documents as well as any drawings, samples or descriptions furnished to or by the Purchaser, and will be merchantable, of good material and workmanship and free from defect. The Contractor shall also warrant that the Goods or any parts thereof which have been selected, designed, manufactured or assembled by the Contractor, based on the Purchaser's stated use, will be fit and sufficient for the particular purposes intended by the Purchaser.

20.2 If the subject matter of supply are the Services, the Contractor shall warrant to the Purchaser that the Services are of the quality stipulated in Clause 10.1 above.

20.3 Breach of any warranties under this Clause by the Contractor shall entitle the Purchaser to exercise his right of termination under Clause 17 hereof.

21. Time

Time shall be of essence in relation to any provisions in the Tender Documents.

22. Force Majeure

Any delay or failure of either the Purchaser or the Contractor to perform his obligations shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without his fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within 7 days.

23. No Assignment

The Contractor shall not, without the prior written consent of any Purchaser in question, assign or otherwise transfer any Contract or any part share or interest therein, or the performance of any obligations under such Contract to any third parties. The performance of the Contract shall be deemed to be personal to the Contractor.

24. Relationship

For the avoidance of doubt, the relationship of the Contractor to the Purchaser under the Contract contemplated herein is solely that of independent contractor and nothing in any Contract shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way. Nothing herein or in any Contract shall be construed to create the relationship of Purchaser and employee, partners, principal and agent, or joint-venture partners between the Purchaser and the Contractor.

25. Non-exclusive Agreement

The Contractor hereby agrees that his right to supply and deliver the Goods and/or the Services to the Purchaser shall be non-exclusive. Notwithstanding the conclusion of any Contract and/or the Tender Documents, the Purchaser shall be entitled to call for any quotations from any other suppliers or contractors and/or to purchase or obtain from any other suppliers or contractors any Goods and/or Services.

26. Severability

If any term or provision in the Tender Documents shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of the Tender Documents and the enforceability of the remainder of the Tender Documents shall not be affected.

27. Mediation Clause

The Parties shall first refer any dispute or difference arising out of or in connection with the Contract to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

If the said dispute or difference is not settled by mediation, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

28. Governing Law

Any Contract shall be governed by and construed in accordance with the laws of Hong Kong and the parties thereof shall agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising thereof.

All items supplied/provided to the Purchaser(s) must comply with all laws, regulations, rules and other guidelines issued by competent bodies/authorities from time to time applicable in Hong Kong in respect of the relevant item(s).

PART III – SPECIFICATIONS

GOODS / SERVICES – SUPPLY OF VEHICLE

1. Vehicle Type
   16-seater (exclude driver) (i.e. 13 fixed seats + 3 wheelchair spaces) diesel Private Light Bus.

2. Quantity: 1 unit

3. Detailed specifications
   - 3.1 Capacity: 16-seater (excluding driver)
   - 3.2 Vehicle Dimension: Not exceeding 7,000mm in length.
   - 3.3 Registration: Private Light Bus
   - 3.4 Middle Door: Power Sliding Door
   - 3.5 Transmission Type: 6-speed Automatic
   - 3.6 Side Window Types: Sliding Windows (factory made)
   - 3.7 Year of Manufacture: 2026
   - 3.8 Unique Safety features: Vehicle Stability Control and Driver Airbag provided
   - 3.9 Air-conditioner included
   - 3.10 Audio System Included

4. Modification Works
   - 4.1 16 SEATS INCLUDING 3 WHEELCHAIRS REHABILITATION LIGHT BUS
   - 4.2 Twin rear swing-out doors. (Factory made)
   - 4.3 To supply & install 13 seats and 3 wheelchair spaces.
   - 4.4 To supply 3 sets of securement kits with safety seat-belts for wheelchairs
   - 4.5 To supply material & install 3-point type safety seat-belts for all passengers seats.
   - 4.6 Reinforcement of the original floor with mild steel materials
   - 4.7 Required pulling test for the passenger seats with the installation of safely belts (Having installation of safety belts for vehicle inspection.)
   - 4.8 To supply and install arm-rest for some passengers seats.
   - 4.9 To supply material & labour to cover the passenger seats with transparent type PVC cover.
   - 4.10 To supply material & labour to cover the compartment floor with one-piece non-slip linoleum
   - 4.11 To supply and install 2 units signal light “乘降中” & fit on the top of rear body.
   - 4.12 To supply and install curtains and rails on both sides of windows.
   - 4.13 Provision of light box on top of the rear door to indicate that the wheelchair lifter is in use.
   - 4.14 Provision of infrared device to detect the distance between the rear door and the obstacles when parking.
   - 4.15 To supply and install warning signal for door not properly closed.
   - 4.16 To supply and install electric foot step in the middle door.
   - 4.17 To supply and install half step in the middle door. (Higher Platform)
   - 4.18 To supply and install Fire extinguisher.
   - 4.19 To provide rustproofing work.
   - 4.20 To supply and respray Logos with agency’s name and related information on both side of the vehicle
   - 4.21 To supply a tube along each side of window and should be cushioned.
   - 4.22 To supply & install handrail on ceilings.
   - 4.23 To supply and install stainless steel handrail at each side of the rear door.
   - 4.24 To supply and install CCTV system. (including font & rear 2 lenses)
   - 4.25 To supply & install one unit of under-chassis wheel-chair lifter with lifting capacity not less than 350kg.(自動開板，手動或自動開扶手。)

5. Warranty
   - 5.1 Vehicle: Three years or 100,000 km whichever comes first.
   - 5.2 Modification works: One year

6. Delivery
   6.1 Delivery Date: Before 30 September 2027
   6.2 Delivery Address :
   Chun Shek Estate Multi-storey Car Park, 1 Shing Tin Street, Tai Wai, Shatin, New Territories

7. Environmental Sustainability
   The Purchaser is committed to the sustainable use of energy and other scare resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite and should be used conservatively and wisely with a view to long-term priorities and consequences of the ways in which resources are used.

   Tenderers shall make every reasonable effort to use environmentally preferable products and equipment and is responsible for proper disposal of materials in an environmentally friendly manner.

   It is preferable that there are green elements such as raw materials, packing materials, production, logistics, etc in the quoted Goods/Services for environmental concerns.

8. Manufacturer, Sole Agency or Distributor
   The Contractor must be an authorized agent, a distributor or an owner of the brand to be quoted. The Contractor should provide documentary proof to support his capacity or status.

PART IV – SCHEDULE OF RATES

GOODS - SUPPLY OF VEHICLE

1. Contract Rates

Goods	Quantity	Unit Price (HK$)
16-Seater Diesel Private Light Bus with Modification (Brand New) including 1st registration tax fee, License plate, annual license fee, TAVAF, Log Book, Inspection Fee	1 unit	**$** **Brand : _____** **Model:_____** **Year of Manufacture:_____** **(please provide cost breakdown in details in separate sheet with vehicle specification)**

2. Please specify the product descriptions of alternative offer(s), if any, in separate sheet.

3. Payment Terms
   30 days' credit upon presentation of invoice after goods delivery.

4. Delivery Date
   Before 30 September 2027

5. Compliance of Specifications Requirement

Mandatory Requirement		Please tick (✓) where applicable :-
1	Seating Capacity	☐ Compliance ☐ Non-compliance
2	Seating Arrangement	☐ Compliance ☐ Non-compliance
3	Modification Works	☐ Compliance ☐ Non-compliance
4	Others	☐ Compliance ☐ Non-compliance

6. Please submit the following documents in tender submission:-
- **6.1** Client Reference List for the tendered items in the past 12 months.
- **6.2** Copy of a valid business registration certificate
- **6.3** Vehicle Catalogue

_____
Authorized Signature(s) and Company Chop

PART V – RETURN OF TENDER

To: Evangelical Lutheran Church Social Service – Hong Kong

Dear Sirs,

Re: **Tender For The Supply of Vehicle for ELCHK, Smart Club (the "Goods")**

1. Having examined and understood the Tender Documents, I/we hereby offer to provide and supply the Goods/Services as defined in the Tender Documents in conformity with the Part I – General Conditions, Part II – Particular Terms and Conditions and Part III - Specifications therein specified to the Purchaser upon his/their request and in accordance with the Contract Rates as quoted by me/us in Part IV of my/our Tender known as the Schedule of Rates. The Unit Price are quoted on a fixed price basis and shall not be adjusted or altered by me/us in any way whatsoever irrespective of any fluctuation in foreign exchange rates, cost of labour, materials, freight, insurance or any other cost necessary to be incurred for the supply and delivery of the Goods/Services.
2. I/We undertake that if my/our Tender is awarded, I/we will supply and deliver the Goods/Services within the time stipulated in the Contract and in accordance with all the terms and conditions contained therein.
3. I/We confirm that my/our offer herein shall remain open for acceptance for not less than One Hundred and Eighty (180) days from the Tender Closing Date.
4. I/We acknowledge and understand that you are not bound to accept any Tender and have the right to accept or reject any part or the whole of the Tender. I/We understand that even if my/our Tender shall be awarded by you, the Purchaser is not bound to order or require the supply and delivery of any Goods/Services from me/us.
5. I/We confirm that:
   - 5.1 I/We comply with The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, and
   - 5.2 I/We have not engaged, am/are not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, and
   - 5.3 I / We shall indemnify and keep indemnified the Purchaser against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of retendering and other costs incurred.
6. I/We confirm that:
   - 6.1 I/We has not communicated and will not communicate to any person other than the Purchaser the amount of any price submitted in this tender, and
   - 6.2 I/We has not fix and will not fix the amount of any price submitted in this Tender by arrangement with any other person, and
   - 6.3 I/We has not made and will not make any arrangement with any other person about whether I/We or that other person will or will not submit the Tender; and
   - 6.4 I/We has not otherwise colluded with any other person in any manner whatsoever in the tendering process,

   I/We understand that the Purchaser may, at its discretion, disqualify the submitted proposal and report suspected instances to Competition Commission together with any relevant information.
7. **Statement of Conflict of Interest**

   I/We confirm that my/our company and/or my/our subsidiaries and/or my/our holding companies have no conflict of interest or is likely to have any interest, financial, benefits, advantage or otherwise from or with respect to this contract and/or this project.

Important Notes: Please delete the clause that you cannot meet with signature and company chop. Any clause deletion may subject to disqualification.

Company Name			
Address			
E-mail Address			
Name of Authorized Person		Authorized Signature(s)	Company Chop
Title			
Tel. No.			
Date			