

TENDER REFERENCE: (ELCHK-SEC/T2015001)
TENDER FOR THE SUPPLY
OF
ELECTRIC LONG TERM CARE BEDS WITH HI LO POSITION AND BED MATTRESS
FOR
ELCHK, SERENE COURT
FOR
EVANGELICAL LUTHERAN CHURCH SOCIAL SERVICE - HONG KONG

Table of Contents

	Page
1. Notes for Tenderers	3 - 4
2. Part I – Terms of Tender	5
3. Part II – General Conditions of Contract	6 - 8
4. Part III – Tender Schedule	9
6. Part IV - Special Conditions of Contract	9-11
7. Part V– Offer to be Bound	12
8. Annex I – Form of Tender Schedule	

Notes for Tenderers

1. Content List

The tender document identified as **(ELCHK-SEC/T2015001)** comprises the following :

- (a) Notes for Tenderers
- (b) Part I - Terms of Tender
- (c) Part II - General Conditions of Contract
- (d) Part III - Tender schedule
- (e) Part IV - Special Conditions of Contract
- (f) Part V - Offer to be Bound

2. Tender Preparation

Tenderers must **complete Part V** (Offer to be Bound) of the Tender Form and submit Tenders in **DUPLICATE** having attached thereto all Tender Documents with the items in the Tender Schedule fully priced, cost and totaled and all necessary information provided which are necessary for tender evaluation. Failure to comply with this requirement will render the tenders invalid.

3. Validity of Offer

Tenderers are requested to note that the validity of their offers will remain firm for a period of **90 days** from the closing date of this tender. Should they be unable to meet this, they must clearly indicate in the space provided in the tender schedule the period for which their tender is valid for acceptance.

4. Assessment of Tender Prices

The tender prices will be assessed on the basis of capital costs plus, where applicable, all other costs including but not limited to the estimated maintenance services, license and other charges on the estimated quantity of items specified in the tender.

5. Tenderers' Responsibility

It is mandatory that tenderers responding to this tender should bid for all hardware and software components and services specified in **Part III**, and must be the single point of contact for all the related activities.

6. Information and Descriptive Literature

Complete product information, including technical and descriptive literature, must be submitted with the proposal. Information submitted must be sufficiently detailed to substantiate that the products offered meet tender specifications or not.

7. Tenderer Enquiries

Any written enquiries from tenderers concerning this tender shall be submitted to:

Ms. Li Po Moon

Operational Consultant (Nursing Care)

Evangelical Lutheran Church Social Service – Hong Kong

1/F., Lutheran Building

50A Waterloo Road

Kowloon

For verbal enquires, please contact Ms Doris Hau at 2710 8313 for tender terms and conditions, and Ms Li Po Moon for technical details at 2155 2828.

8. Written Instruction Procedure

Only communications from the tenderers which are signed and in writing will be recognized by Evangelical Lutheran Church Social Service – Hong Kong as duly authorized expressions on behalf of the tenderers.

9. Addenda to Proposal

All addenda to this tender will be in writing with content and number of pages described and forwarded by mail to all tenderers known to be in receipt of this tender. Tenderers must acknowledge receipt of all addenda.

INTERPRETATION

In this form unless the context otherwise requires

“Contract”	means the contract hereunder and reference to the terms thereof shall include the terms of tender in Part I unless inconsistent with the context of such reference;
“Contractor”	means the ‘tenderer’ whose tender is accepted as hereinafter provided;
“Agency”	means Evangelical Lutheran Church Social Service – Hong Kong (ELCSS-HK)
“Agency Representative”	means the President acting for and on behalf of the ELCSS-HK or any duly authorized officer for the time being performing his duties;
“Goods”	means the articles and/or materials referred to in the Schedule attached hereto;
“Tenderer”	means the person or persons and/or the firm or the company referred to in Part VI;
“Tender Closing Date”	means the latest date by which tenders may be lodged.

PART I 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 set out in Part V hereof.

2. Tender

- (a) This tender relates to the supply of all or any goods of such dates, or during such contract period as specified in the Schedule.
- (b) The Schedule issued with this 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 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 initialed by the tenderer in ink.
- (c) Tenders are to be completed in ink or typescript tenders not so completed may not be considered.
- (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

Tenders shall unless otherwise indicated by the tenderer and agreed by the Agency, remain open only for **90 days** after the tender date.

4. Prices Etc

The prices to be quoted by the tenderer are to be shown in Hong Kong currency and must only be quoted on the attached Schedule and such be net prices allowing for all trade and cash discounts and shall include the cost of containers, packing, packing materials and delivery to destination as directed by the Agency.

5. Acceptance

Tenderers who do not receive any notification within **14** days after the expiration of the offer mentioned in Clause 3 above shall assume that their tenders have not been accepted.

6. Saving

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

Part II

GENERAL CONDITIONS OF CONTRACT

1. Total Quantities

- (a) Except with the written consent of the Agency, 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 Agency 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 Agency 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 to 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 Agency free of charge but shall be returned on completion of the Contract.
- (c) If required the Contractor shall furnish the Agency 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 Agency reasonably require.
- (d) All goods not otherwise specified shall be in accordance with British Standard Specifications where such exists.

4. Delivery

The Contractor shall, on receipt of a written order from the Agency supply and deliver in accordance with the delivery conditions specified in the Schedule and to the destination named in 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 Agency, 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 expenses 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 Agency 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 Agency may reject any goods which do not strictly conform with the conditions of sub-clause (a) of Clause 3 of this Part on which are damaged, spoiled or soiled.
- (b) Within 24 hours of being notified in writing by the Agency 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 Agency the delivery date when replacement goods will be delivered unless with the notification of rejection, the Agency shall have notified the Contractor that it does not require the replacement of such goods. Unless otherwise provided in the Contractor's offer,

the Agency reserves the right to apply that of **Clause 10** of this Part relating to termination if replacement delivery cannot be made with the period referred to above and the goods are urgently required to meet essential requirement of the Agency.

- (d) If it shall be proved to the satisfaction of the Agency that the Contractor has offered for delivery any goods which have previously been rejected by the Agency, the Agency shall immediately thereupon be at liberty, to terminate this Contract in manner provided in **Clause 10** of this Part and subject to the provision 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 Agency) at his own cost and the Agency shall not incur any responsibility in respect of the loss or damaged 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 Agency 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 in accordance with specified in Tender Schedule.

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 Agency 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 Agency for breach off 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 Agency Contract.

12. Liability for Damages or Compensation

- (a) The Agency 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 Agency 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 Agency.

13. Bankruptcy

The Agency may at any time by notice in writing summarily terminate this contract without enabling 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 Agency.

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 Agency Contract, the Agency may, summarily terminate this Contract or Sub-contract, as the case may be, without entitling the Contractor or Sub-contractor to any compensation thereto.
- (b) The Contractor or Sub-contractor shall be liable for all expenses necessarily incurred by the Agency 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 good and any part or portion thereof, **for a period of 36 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 Agency Representative shall inform the Contractor in writing of the nature of the defect, and if the **Agency Representative** does not reject the goods, the Contractor will repair the defective goods to the satisfaction of the Agency Representative, free of cost to the Agency.
- (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 Agency and the Agency may disposal of them after a reasonable time in whatever manners as it seen fit.
- (e) If any defects are not made good within a reasonable time, the Agency may after serving notice of intent on the Contractor, proceed to rectify the defects by repair or replacement at the Contractor's risk and expense without prejudice to any other rights which the Agency may have against the Contractor.
- (f) The Contractor shall remain liable to the Agency under the terms of this clause whether or not the goods, or any other thereof, were manufactured by him, and the Contractor shall ensure that the supplier of any good not manufactured by him shall be under the same liability to the Contractor as the liability undertake by the Contractor to the Agency pursuant to this clause.

16. Patent Rights

The Contractor shall indemnify the Agency 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 Agency of negotiation or litigation that may arise from any such claims.

17. Government Regulations

- (a) The Contractor shall be responsible for complying with enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture.
 - (b) The Contractor shall indemnify the Agency 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 Agency 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.
- (g) These General Conditions of Contract shall apply to the extent to which they are not inconsistent with the Special Conditions of Contract (if any set out in **Part iV**).

Part III
Tender Schedule

Please fill in full the Form of Tender Schedule (Annex I).

Part V
SPECIAL CONDITIONS OF CONTRACT

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 fulfillment of contractual obligations.

2. Statement of Compliance

Tenderers are requested to confirm that their offers submitted comply with the required specifications.

3. Accuracy of Tender Process

Tenderers should DOUBLE CHECK the prices quoted for accuracy before submitting their quotations. Under no circumstances will the Agency accept any request for price adjustment on grounds that a mistake has been made on the tendered prices.

4. Quotation

4.1 Tenderers are requested to quote net price including delivery.

4.2 Tenderers are requested to quote their offers in Hong Kong Dollars.

4.3 Unless clearly specified on the Tender Schedule by tenderer to the contrary, prices quoted shall be firm throughout the contractual period.

4.4 Tenderers are requested to return their tender in a sealed ENVELOPE marked with "Tender" on the cover.

4.5 Acceptance of this tender will be made on "GROUP" or "Overall" basis.

5. Delivery and Installation

5.1 The Contractor shall deliver the Goods in accordance with the requirement stated in Tender Schedule (Part III).

5.2 The Delivery Date may be changed by mutual agreement between the Contractor and the Agency.

5.3 Failure to deliver the Goods or any of them within the time or times specified in the Contract will, in addition to any other remedies of the Agency against the Contractor under the Contract, render the Contractor liable to deduction from the Contract price, as and for liquidated damages and not as penalty, of a sum to be calculated at the rate of 0.5% per week on the value of such Goods as are subject to the delay for each week or part of a week which may elapse between the date or dates of delivery specified in the Contract and the actual date(s) of delivery up to a maximum of 10% of the value of any Goods so delayed, and provided further that ;

(a) the Contractor shall have the right to present to the Agency a case for the remission of whole or part of the deduction within 3 months of the notification that such a deduction has been or will be made;

(b) if it shall be provide to the satisfaction of the Agency that any such delay has arisen from causes which were unavoidable and could not have been foreseen or overcome by the Contractor (including delay in the supply of materials to the Contractor due to causes which were unavoidable and could not have been foreseen or overcome by the manufacturers or vendors of such materials) and provided that notice of the anticipated delay had been given by the Contractor, then the Agency may in its absolute discretion decide the extent to which the deduction may be remitted, but any deduction not so

- remitted shall remain in full force; and
- (c) the Contractor shall be relieved of liabilities incurred under this Clause wherever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded as a consequence of war or conforming to any statute, rules, regulations, orders issued by any Department of the Government of the HKSAR, Agency or other competent authority.
6. Warranty and Maintenance
- 6.1 The Contractor must provide Warranty and Maintenance in accordance with the requirement stated in Tender Schedule (Part III)..
- 6.2 The contractor shall at his own expense provide all necessary replacement parts to effect maintenance.
- 6.3 Tenderers who are not manufacturers of the equipment must indicate in their proposals commitments from the manufacturers to maintain the equipment in the event of their change of distributorship.
7. Electrical Supply Characteristics
- 7.1 The quality and capacity of all electrical components and cabling shall be fully equivalent so that required by the latest applicable British Standard Specifications.
8. Termination
- 8.1 Either party shall have the right to terminate the contract if the other party is in default of any of the provisions of the contract and such default shall not have been remedied to the satisfaction of the innocent party within a period of 30 days after written notification of such default has been given to the defaulting party. In the event that such default is not remedied within the said period, notice of termination may be given to the defaulting party in writing and shall have immediate effect. Such termination shall not prejudice any rights which shall have accrued to the parties as at the date of termination.
9. Risk of Loss or Damage
- 9.1 The Contractor shall be responsible for all risk of loss (including insurance cost) or damage to all units of equipment in the location delivery list prior to the successful of installation.
- 9.2 Responsibility for all risk of loss or damage to the units of equipment in the location delivery list will pass from the Contractor to the Agency when the equipment is accepted by the Agency's representative after the successful completion of installation.
10. Force Majeure
- 10.1 Neither party shall be deemed to be in default of any provision of this contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this contract, such acts shall include, but not limited to Acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this clause shall not preclude the Agency from canceling or terminating this contract (or any order for any equipment and software included herein), regardless of any force majeure event occurring to the Contractor, except that, in such event, the Agency shall give the Contractor 90 days prior written notice of the Agency's intent to so cancel or terminate this contract, and during the said 90 days period, the Contractor shall have failed to cure such delay or failure leading to the Agency's intention in canceling or terminating the contract.
11. Indemnities
- 11.1 The Contractor shall fully indemnify the Agency against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright, patent, registered design or any intellectual property rights on the possession and use of the hardware and software listed in the Schedule of this contract.

12. Agreement Coverage

12.1 Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor whether or not incorporated into an equipment order. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to Agency under the terms of the contract.

12.2 For the purpose of this contract a commitment by the Contractor includes ;-

- a. any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, any other physical, design or functional characteristics of a machine, system, or installation date;
- b. any warranty or representation made by the Contractor concerning the characteristics of items described in sub-clause 12.2 (a) above made in any literature, description, damages, or specifications accompanying or a referred proposal;
- c. any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations whether or not incorporated into a formal amendment to the proposal in question;

13. Confidentiality

13.1 The Contractor undertakes to treat as confidential all information which may be derived from or obtained in the course of the contract or which may come into the possession of the Contractor, his employees, servants, or agents as a result of or in connection with the contract.

**PART VI
OFFER TO BE BOUND**

1. It is acknowledged that I/We, the undersigned/the limited company hereunder mentioned do thereby agree to supply all or any portion of the goods specified in the Schedule which may, during the period or period specified in the Schedule hereto be ordered by the Agency at the prices quoted in the Schedule free of all other charges subject to and in accordance with the Terms of Tender, the General Conditions of Contract and (if any) the Special Conditions of Contract.
2. I/We, for myself/ourselves and the firm and partners therein/limited company hereunder mentioned hereby warrant that the sale and/or supply of the goods or any of them by me/us/the said firm/limited company will not infringe any patent in respect thereof registered under the Registration of United Kingdom Patents Ordinance (Chapter 42).
3. I/We also certify that the particulars given by me/us below, are correct
 1. The number of my/our/the Company's Business Registration Certificate is.....
 2. The date of expiry of my/our/the Company's Business Registration Certificate is
4. I am the Secretary/Managing Director of the limited company hereinafter mentioned and duly authorized to bind the said Company by my signature.

I am a partner/We are partners in the firm hereinafter mentioned and duly authorized to bind the said firm and the partners therein for the time being

5. This tender is submitted with the authority and on behalf of
Company Limited whose registered office is situated at

This tender is submitted on behalf of myself/ourselves and the firm known as
or

6. In the event of any queries relating to our offer please contact
Tel No.

7. Name(s) and address(es) of person(s) signing

.....of

.....of

Signatures

.....

Dated thisday of201

Note : (1) All the particulars required above must be completed.

(2) Strike out clearly alternative which are not applicable.