

九龍巴士（一九三三）有限公司

廢料投標標書

Scrap Sales Tender Form

標書編號

Tender Ref. No. : SV/TEN/11/007

截標日期

Tender Closing Date : 07/12/2011 (12:00 pm)

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Note: This tender document consists of three sets of document comprising:-

- Part I: Terms of Tender
- Part II: Contract Terms and Conditions
- Part III: Tender Schedule

**PART I: TERMS OF TENDER**

1. Completed Tender Schedule must be deposited in a sealed envelop, marked with the relevant Tender Reference, and return it to the KMB Purchasing Department, 12/F., 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong by HAND or by MAIL before the stipulated tender closing date. Late submissions and tender offers submitted by facsimile WILL NOT BE CONSIDERED.
2. Tender offers shall remain open for not less than 90 calendar days after the Tender Closing Date (" the closing date").
3. All items to be sold are on an "as-is" basis and inspection of concerned items will be available upon request. Whereas tenderers are advised to inspect the concerned tendering items at an appointed time with KMB before submission of the tender, KMB will not guarantee the functionality and quality of any item sold.
4. **For tender of scrap iron and scrap buses or other materials, tender deposits of HK\$200,000 and HK\$20,000 respectively shall be required as a pledge of bona fides of the tender which must be made payable to The Kowloon Motor Bus Co. (1933) Limited ("KMB") and deposited in CASH into KMB's account in The Hongkong Bank (A/C No.: 119-328995-001).** The bank payment slip of which must be faxed to our Treasury Department for records (Fax No.: 2742-3170) and the original deposit slip must be surrendered to the KMB Purchasing Department with the tender offer. The KMB Treasury Department will issue official receipt for the payment and all deposit made will not be entitled to any interest.
5. The deposit amount shall be forfeited if any tenderer for whatever reason withdraws, fails or refuses to fulfill its obligations under the provisions of this tender terms and conditions.
6. KMB reserves the right to accept more than one offer and is not bounded to take the highest bid since KMB reserves its sole discretion to decide which offer to accept or to call for subsequent retendering of the items.
7. All tenderers will be notified in writing pertaining to respective result of the tender within 4 weeks after the closing date.
8. The successful tenderer shall make appointment via KMB Purchasing Department for signing of the sales contract (if required) and take delivery of the sold item(s) from the designated location(s) and time as assigned by KMB.
9. Without prejudice to KMB's right to cancel the Tender, where there are changes of requirement after the closing date for operational or whatever reasons, KMB also reserves its right without prior notice to modify, delete or add any of the tender items prior to the signing of the sales contract thereafter required.
10. The offer of advantages by any person to any KMB staff for the purpose of the tender evaluation process of a KMB tender is an offence against the Hong Kong Prevention of Bribery Ordinance (Cap 201) which will result in the rejection of the tender offers.

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**PART II: CONTRACT TERMS AND CONDITIONS**

1. (a) Save for items sold under Part III Tender Schedule (B), this Tender will be concluded as a contract upon signing of the sales contract. Tender deposit amount received from the buyer will be transferred to the sales contract as a contract deposit which will be refunded to the buyer without interest on satisfactory completion of the sales contract and full settlement of the sales invoice(s).
- (b) Notwithstanding the above mentioned KMB will reserve the right to deduct the charges and/or the liquidated sum from the contract deposit if the buyer fails to remove the sold item(s) before the expiry of the custody period hereinafter defined or if the buyer or its employees/agents cause any damages and/or loss towards KMB's property or if the buyer fails to comply with or discharge any of the obligations in the sales contract.
2. Full payment against the sold item(s) should be paid in CASH by depositing direct into KMB's bank account with The Hongkong Bank (A/C No.: 119-328995-001) and the buyer shall surrender the bank deposit slip to the KMB Treasury Department within 7 working days after official notice is given by the KMB Purchasing Department. Official receipt from the KMB Treasury Department will then be issued prior to the removal of any sold items. Buyer who is duly notified shall immediately present the said official receipt to and/or sign the sales contract with the KMB Purchasing Department as according to the schedule set forth in the said notice. Forfeiture of the tender deposit will take place if the buyer fails to sign off the sales contract within the stipulated time.
3. The buyer shall at its own cost provide transport, labour, insurance and necessary equipment required for the collection and the removal of any sold item(s).
4. Upon removal of the sold item(s), staff/representative of the buyer shall bring along the company chop for signing of relevant documents and a proof of the buyer's identity.
5. In the event of any incident preventing the successful handover of any sold item(s) during the custody period, KMB shall have the right to terminate the sales contract at will and KMB will retain the title of the goods and return the concerned paid amount to the buyer without any interest. All risks and title shall be passed on to the buyer upon payment and collection of the goods.
6. The buyer acknowledges that all items sold are on an "as-is" basis and at the buyer's own risk.
7. KMB and its employees or agents shall not be under any liability whatsoever for any loss of or damage to any of the buyer's property or that of its employees or agents so caused or any injury to or death of any of the buyer's employees or agents in the course of or arising out of the sales contract. In the event of such loss, damages, injury or death caused to either party or to third party, the buyer shall indemnify KMB and KMB's employees or agents against any claim or demand made against or liability incurred.
8. The buyer shall warrant KMB to take up proper labour insurance for its workers and undertake not to employ illegal worker(s) in the execution of any KMB sales contracts. Should the buyer be found to have employed illegal worker(s) in breach of this undertaking, KMB may by verbal or written notice terminate the sales contract and exercise the right to forfeit the contract deposit, and the buyer shall have no claim(s) whatsoever against

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KMB in respect of such termination. In addition, the buyer shall be liable for all expenses necessarily incurred by KMB as a result of the termination of the sales contract and/or other legal proceedings made by the government or any official authorities.

9. In the event the buyer or any of its employees or agents be found to have committed an offence under the Prevention of Bribery Ordinance (Chapter 201 of the laws of the HKSAR), KMB may by verbal and written notice terminate the sales contract and exercise the right to forfeit the contract deposit, and the buyer shall have no claim(s) whatsoever against KMB in respect of such termination. In addition, the buyer shall be liable for all expenses necessarily incurred by KMB as a result of the termination of the sales contract and/or other legal proceedings made by the government or any official authorities.
10. Under the laws of The Hong Kong Special Administrative Region (HKSAR) and regulations enacted by relevant Government departments including the Environmental Protection Department, should any items be required to obtain a permit for handling and disposal, the buyer is responsible to notify KMB and submit a copy of such permit with the tender offer to KMB for records. In case of violation, KMB will reserve the right to forfeit the contract deposit and claim the liabilities that might be incurred by such misconduct or illegality. Furthermore, the buyer shall at all time be aware of any new laws or regulations relevant to the handling of scrap items and goods. The buyer shall also make all necessary arrangement and its best efforts to comply with the enactments or legislation that have been established or newly announced by the HKSAR Government.
11. All scrap buses sold under Part III Tender Schedule (A) **CANNOT** be re-licensed and operated within the HKSAR. No painting, spraying, labeling or copying in any form of KMB's logo shall be allowed on the vehicles. All coin boxes and licence plates will be retained by KMB. The buyer shall remove all vehicles from KMB's designated depots within 10 working days commencing from the date of signing the sales contract. Otherwise, a daily parking fee of HK\$800 for double decker and HK\$500 for single decker and other vehicles will be imposed. Furthermore, for retained parts' vehicle(s), the buyer shall dismantle the vehicles in its own premises and return the retained parts to KMB's designated depot within the working period as defined in the sales contract.

**For scrap buses sold under Part III Tender Schedule (A2) in "as-is" condition without parts to be retained, the buyer shall declare upon tender submission whether the concerned bus will be cannibalized locally or will be exported out of the HKSAR. The buyer shall provide evidences to KMB within 30 working days after collection of the scrap buses. KMB reserves the right to send staff to visit the site for spot check. Alternatively, for the export of the scrap buses, the buyer shall inform KMB of the date and destination, and provide the relevant supporting export document for record.**

**For vehicles sold in "Parts to be Retained" condition, all retained parts shall be returned to KMB within 3 months from the date of collection. Failure to comply will render a forfeiture of the deposit.**

KMB reserves the right to deduct any sum owing to KMB, e.g. parking fees, etc, from the contract deposit. In the event if the full deposit amount has been deducted but the buyer still fail to remove the vehicle(s), KMB will at its sole discretion dispose of the vehicle(s) and/or withdraw the sales. Furthermore KMB reserves the right to claim the buyer for compensation and liquidated damages up to HK\$1,000,000.00 for each vehicle.

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12. For all second hand items sold under Part III Tender Schedule (B). The buyer shall remove all items within 7 working days commencing from the date of KMB's issuance of the formal notification. Otherwise, a daily charge of HK\$500 will be imposed as warehouse charge.
13. (a) For all scrap materials sold under Part III Tender Schedule (C). The buyer shall remove all item(s) within KMB's specified date, time and place; otherwise it will be considered as a default on the buyer. In such an event, not only will the deposit be forfeited but also the buyer would be banned for participation in future KMB tender application, KMB shall have the sole discretion to handle, resell or dispose of the uncollected items as she sees fit.
- (b) To ensure the proper and accurate measurement of the material weight, all buyer's vehicles used for goods collection shall be weighted in the public scale before and after the collection of the goods. All required charges shall be borne by the buyer.
- (c) The buyer shall not refuse to collect the goods due to different condition of the items, in particular:
- i) Aluminum Alloy with Iron & Radiators: Buyer shall remove the item in whole instead of separating the iron part.
  - ii) Bearing and Piston: The goods shall be taken with all faults, measurement, size, weight or enumeration and no allowance shall be made on account of any such faults.
  - iii) Scrap Tyres: Buyer shall pay the total sum according to the reference quantity before signing the sales contract. Upon contract expiry, if the actual number of tyres collected exceeds the estimated quantity, buyer shall settle the outstanding amount according to the tender unit price. In case of the actual number of tyres collected is over estimated, KMB will arrange refund by cheque.  
Buyer shall collect the item on a daily basis.
- Should the buyer be found violating any of the above collection requirements, KMB will consider it as a default and forfeiture of the deposit shall be applied accordingly plus the buyer would be rejected in participating KMB's future scrap tenders.
- (d) All payments shall be paid in CASH by depositing direct into KMB's bank account with The Hongkong Bank (A/C No.: 119-328995-001) and the buyer shall provide the bank deposit slip to the KMB Treasury Department or the relevant KMB depot manager before removal of sold item(s). Official Receipt from KMB's Treasury Department will be issued after receipt of full payment.

**In case of the quantity of sold item(s) is under estimated, then the buyer shall settle the outstanding amount due within 7 days from the date of collection; otherwise KMB shall forfeit all the deposit and claim further from the buyer the outstanding unpaid amount plus interest that is to be calculated by prime rate plus 1%. In case of the quantity of sold item(s) is over estimated, then KMB will settle the difference with a cheque payable to the concerned buyer.**

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**PART III: TENDER SCHEDULE**

**(A) Scrap Buses**

**(A1) Runner**

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model	Location	For Export Only
1		FZ8420	02/05/1994	Dragon 11M	Shatin Depot	
2		FZ8258	03/05/1994	Dragon 11M	Shatin Depot	
3		FZ7935	05/05/1994	Dragon 11M	Shatin Depot	
4		GA5145	01/06/1994	Dragon 11M	Shatin Depot	
5		GA5144	01/06/1994	Dragon 11M	Shatin Depot	
6		FZ7116	03/05/1994	Dragon 11M	Shatin Depot	
7		FZ6723	09/05/1994	Dragon 11M	Shatin Depot	
8		GA 665	17/05/1994	Dragon 11M	Shatin Depot	
9		FZ7591	05/05/1994	Dragon 11M	Shatin Depot	
10		FZ4577	28/04/1994	Dragon 11M	Kowloon Bay Depot	
11		FZ5653	28/04/1994	Leyland Olympian 11M	Shatin Depot	
12		GB2444	21/06/1994	Leyland Olympian 11M	Kowloon Bay Depot	
13		GK3199	01/05/1995	VOLVO 11M	Kowloon Bay Depot	
14		GK4457	01/05/1995	VOLVO 11M	Kowloon Bay Depot	
15		GK8945	26/05/1995	VOLVO 11M	Shatin Depot	
16		GK8946	26/05/1995	VOLVO 11M	Shatin Depot	
17		GK2508	01/05/1995	VOLVO 11M	Shatin Depot	
18		GK2671	01/05/1995	VOLVO 11M	Shatin Depot	
19		GK2969	01/05/1995	VOLVO 11M	Kowloon Bay Depot	
20		GK3088	01/05/1995	VOLVO 11M	Shatin Depot	

The buses will be sold as Runner in "as is" condition, ex-works basis. With the exception of items 4, 7 & 11, the above buses can also be sold as (A3) Non-runner (With Retained Parts).

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Authorised Signature & Company Chop

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**PART III: TENDER SCHEDULE**

**(A) Scrap Buses**

**(A2) Non-Runner (Without Retained Parts)**

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model / Location	Location	Local cannibalize / Export
	XXX					

Items under (A2) will be sold as Non-Runner in "as is" condition, no parts will be retained, ex-works. The buyer declares whether the concerned bus will be "Local Cannibalization" or "Export out of HKSAR".

**(A3) Non-Runner (With Retained Parts)**

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model	Location
1		FU2195	13/10/1993	Dennis Dragon 10M (A/C)	Shatin Depot
2		FU4387	20/10/1993	Dennis Dragon 10M (A/C)	Shatin Depot
3		FT9056	05/10/1993	Dennis Dragon 10M (A/C)	Lai Chi Kok Depot
4		FT9178	07/10/1993	Dennis Dragon 10M (A/C)	Lai Chi Kok Depot
5		GJ3551	20/03/1995	Mitsubishi (Single Deck)	Tuen Mun 81 Depot
6		HC1527	26/03/1997	Dennis Dragon 11M (A/C)	Lai Chi Kok Depot
7		HE8161	19/06/1997	VOLVO 12M (A/C)	Kowloon Bay Depot
8		KD4129	23/07/2001	VOLOV SUPER OLY 12M	Kowloon Bay Depot
9		FZ8420	02/05/1994	Dragon 11M	Shatin Depot
10		FZ8258	03/05/1994	Dragon 11M	Shatin Depot
11		FZ7935	05/05/1994	Dragon 11M	Shatin Depot
12		GA5144	01/06/1994	Dragon 11M	Shatin Depot
13		FZ7116	03/05/1994	Dragon 11M	Shatin Depot
14		GA 665	17/05/1994	Dragon 11M	Shatin Depot
15		FZ7591	05/05/1994	Dragon 11M	Shatin Depot
16		FZ4577	28/04/1994	Dragon 11M	Kowloon Bay Depot
17		GB2444	21/06/1994	Leyland Olympian 11M	Kowloon Bay Depot
18		GK3199	01/05/1995	VOLVO 11M	Kowloon Bay Depot
19		GK4457	01/05/1995	VOLVO 11M	Kowloon Bay Depot

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20		GK8945	26/05/1995	VOLVO 11M	Shatin Depot
21		GK8946	26/05/1995	VOLVO 11M	Shatin Depot
22		GK2508	01/05/1995	VOLVO 11M	Shatin Depot
23		GK2671	01/05/1995	VOLVO 11M	Shatin Depot
24		GK2969	01/05/1995	VOLVO 11M	Kowloon Bay Depot
25		GK3088	01/05/1995	VOLVO 11M	Shatin Depot

Items under (A3) will be sold as Non-Runner in "as-is" condition, some parts will be retained, ex-works.  
(Please refer to Appendix 1)

**PART III: TENDER SCHEDULE**

**(B) Second Hand Items**

**(B1) Obsolete Spare Parts**

Item	Tender Price (HK\$)	Batch No.	Location	Vehicle Type
1		17/4	Tuen Mun 82 Depot (8 item(s))	Volvo, Dragon
2		17/9	Tuen Mun 82 Depot (51 item(s))	MAN, Olympian, Dragon
3		18/1	Tuen Mun 82 Depot (55 item(s))	Dart, Olympian, Dragon
4		18/2	Tuen Mun 82 Depot (34 item(s))	Olympian
5		18/3	Tuen Mun 82 Depot (42 item(s))	Dragon
6		18/4	Kowloon Bay Depot (2 item(s))	Accessories
7		18/8	Tuen Mun 82 Depot (8 item(s))	MAN, Volvo, Dragon, Trident
8		18/5	Tuen Mun 81 Depot (1 item(s)), Tuen Mun 82 Depot (5 item(s))	Dart, Volvo, Dragon
9		18/6	Shatin Depot (3 item(s)), Tuen Mun 82 Depot (35 item(s))	Neoplan, Volvo, Scania, Dragon
10		18/7	Tuen Mun 82 Depot(76 item(s))	Dart, Volvo, Scania, Olympian, Dragon
11		19/4	Shatin Depot (56 item(s))	Accessories
12		19/5	Shatin Depot (47 item(s))	Accessories
13		19/6	Tuen Mun 82 Depot (12 item(s))	Neoplan, MAN, Scania, Olympian, Dragon, Trident

Items under (B1) will be sold in "as-is" condition, ex-works

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**(B2) Used Items**

Item	Tender Price (HK\$)	Description	Qty.
1		Brother FAX-2820 Fax Machine	1 unit
2		Wington Wall Mounted Fan (23 units) & 25" Exhaust Fan (1 unit)	1 lot
3		Wington Wall Mounted Fan (5 units)	1 lot
4		Brake Lining Turning Machine (2 units)	1 lot
5		Sony Ericesson, Nokia & Motorola Mobile Phone (6 units)	1 lot
6		Canon & Nikon Digital Camera (2 units)	1 lot
7		Toyota Forklift Truk	1 unit
8		Hitachi Drilling Machine	1 unit
9		Minolta EP1054 Copier Machine	1 unit

Items under (B2) will be sold in "as-is" condition, ex-works.

**PART III: TENDER SCHEDULE**

**(B) Second Hand Items**

**(B3) Second Hand Vehicles**

Item	Tender Price (HK\$)	License No.	Year of Manufacture	Make / Class	Ownership Transferred		Location
					Yes	No	
1		GX2981	1996	TOYOTA Light Goods Vehicle			Lai Chi Kok Depot
2		JM3598	2000	MITSUBISHI Light Goods Vehicle			Kowloon Bay Depot
3		JM4271	2000	MITSUBISHI Light Goods Vehicle			Kowloon Bay Depot
4		HP4653	1998	NISSAN Light Goods Vehicle			Kowloon Bay Depot

Items under (B3) will be sold in "as-is" condition, ex-works.

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**PART III: TENDER SCHEDULE**

**(C) Scrap Materials**

**Contract Period:** (1) Items 1 to 10: 1<sup>st</sup> Jan, 2012 to 30<sup>st</sup> June, 2012 (6-month duration)  
 (2) Item 11: 1<sup>st</sup> Jan, 2012 to 31<sup>st</sup> Dec, 2012 (12-month duration)

The following is annual estimation:

(C1)	Description	Reference Quantity	Tender Offer (HK\$)
1	Scrap Iron	904,500 Kg	HK\$ / Kg
2	Scrap Aluminium Sheet	11,400 Kg	HK\$ / Kg
3	Scrap Aluminium Alloy with Iron	44,600 Kg	HK\$ / Kg
4	Scrap Mixed Brass and Bronze	1,050 Kg	HK\$ / Kg
5	Scrap Radiator	5,700 Kg	HK\$ / Kg
6	Scrap Piston	700 Pcs	HK\$ / Pc
7	Scrap Bearing (Large) (Dia.> 5")	2,300 Pcs	HK\$ / Pc
8	Scrap Bearing (Small) (Dia.= or<5")	11,100 Pcs	HK\$ / Pc
9	Scrap Metal Drums (200L)	1,580 Pcs	HK\$ / Pc
10	Scrap Plastic Drums (200L)	150 Pcs	HK\$ / Pc
11	Scrap Tyre (Cannot be Re-used)	18,000 Pcs	HK\$ / Pc

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Tenderer Information:

Company Name : \_\_\_\_\_

Contact Person : \_\_\_\_\_

Address : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

Tel No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_

Business Registration No. : \_\_\_\_\_

Date : \_\_\_\_\_

I or we herewith signify full compliance to all  
the tender terms and conditions stated herein.

\_\_\_\_\_  
Authorised Signature & Company Chop