

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/10/004

截標日期

Tender Closing Date : 05/08/2010 (12:00 pm)

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. Tenderers must duly complete the Tender Schedule and then deposit it into a sealed envelope marked with SCRAP VEHICLE / MATERIAL /SECOND HAND ITEM TENDER and Tender Reference. The completed same must be submitted and returned to KMB Purchasing Department, 12/F., 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong by HAND DELIVERY or by MAIL on or before the specified closing time and date hereof stipulated. Late tender and tender not submitted in accordance with the aforesaid requirements including tender submitted by facsimile WILL NOT BE CONSIDERED.
2. Tender offers shall remain open for not less than 90 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 buses or materials, a tender deposit HK\$20,000 that being a pledge of bona fides of the tender 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 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. KMB Treasury Department will issue official receipt for the payment and all deposit surrendered will not be entitled to any interest.
5. The said sum of deposit 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. Also, KMB reserves its sole discretion to decide which offer to accept or to call for subsequent tender(s).
7. Under normal circumstances, all tenderers will be notified by writing their respective result of the tender within two weeks after the closing date.
8. The buyer shall make appointment via KMB Purchasing Department for signing of the Sales Contract (if required) and removal of sold item(s) from the designated location(s) as assigned by KMB. Working Hours: Monday - Friday (except Public Holidays) 9:00 am - 12:00 noon and 13:00 p.m. to 16:30 p.m.
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 official contract thereafter required.

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PART II: CONTRACT TERMS AND CONDITIONS

1. (a) This Tender will be concluded as a contract upon the Sales Contract ("the Contract") signed (if required). Deposit received from the buyer will be transferred to the Contract as contract deposit which will be refunded to the buyer without interest on satisfactory completion of the Contract and full settlement of the payment invoice(s).
- (b) Notwithstanding the above mentioned KMB will reserve the right to deduct the charges and/or the liquidated sum from the deposit if the buyer fails to remove the sold items 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 obligations in the Contract.
2. Full payment against the sold item(s) should be paid in CASH into KMB's account in The Hongkong Bank (A/C No.: 119-328995-001) and the buyer shall surrender the deposit slip to KMB Treasury Department within 7 days after official notice is given by KMB Purchasing Department. Official receipt from KMB Treasury Department will then be issued prior to the removal of any sold items. Buyer who is given request shall render no delay to present the said official receipt to and/or sign the Contract with the KMB Purchasing Department as according to the schedule set forth in the said notice. Failure of which will render a forfeiture of the deposit.
3. The buyer shall at its sole cost provide transport, labour and necessary equipment required for the collection and the removal of any sold item(s).
4. Upon removal of scrap and sold item(s), staff / representative of the buyer shall bring along the company chop for signing of relevant documents and a proof of 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 Contract and will return the concerned paid amount without interest to the buyer. 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 with NO guarantee that they carry any merchandizing value and NO warranty that they comply in any respects with the provisions of any enactment relating to the construction and usage.
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 however 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 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 his workers and undertake not to employ illegal worker(s) in the execution of any KMB 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 Contract and exercise the right to forfeit the deposit, the buyer is not entitled to claim any compensation. In addition, the buyer shall be liable for all expenses necessarily incurred by KMB as a result of the termination of the Contract and /or other legal proceedings made by the government or any official authorities.

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9. KMB is a public body included in the schedule of the Prevention of Bribery Ordinance. Tenderers are reminded that our personnel have been instructed to strictly adhere to the requirement of the above mentioned Ordinance. In the event the buyer or any of his employees or agents 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 Contract and exercise the right to forfeit the deposit, the buyer is not entitled to claim any compensation. In addition, the buyer shall be liable for all expenses necessarily incurred by KMB as a result of the termination of the 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 departments including the Environmental Protection Department, should any items be required 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 deposit and claim the liabilities that might be incurred by such misconduct or illegality. Furthermore, the buyer shall at all time make 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 enacts or legislation that have been established or newly announced by the government.
11. All scrap buses sold under Part III Tender Schedule (A) **CANNOT** be re-licensed & operated within the HKSAR. All coin boxes and licence plates will be retained by KMB. The buyer shall remove all vehicles within 10 working days commencing from the date of signing the 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 at its own premises and return the parts to reserved Depot of KMB within the working period as defined and allowed in the Contract.

For vehicles sold in "Parts Retained" condition, all retained parts shall be counted and checked in the presence of the buyer and the designated staff of KMB Service Department before removal of vehicle(s). Any damage and /or loss of the parts will be subject to a charge at the current market price to the buyer.

KMB reserves the right to deduct the parking fee and/or any other charges from the deposit. In the event if all deposit has been deducted but the buyer still fail to remove the vehicles, KMB will on its sole discretion to dispose the vehicles 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.

12. For all second hand items sold under Part III Tender Schedule (B). The buyer shall remove all items within 20 days commencing from the date of signing the Contract (if appropriate) or issuance of official invoice by KMB, whichever the earlier. Otherwise, a daily charge of HK\$500 will be imposed as warehouse charge.

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13. (a) For all scrap materials sold under Part III Tender Schedule (C). The buyer shall remove all item(s) at the date and time appointed and place as assigned by KMB; otherwise it will be considered as default. In such event, not only the deposit will be forfeited but also the buyer would be rejected for participation in future KMB tender application, plus KMB shall have the sole discretion to handle, sell or dispose the uncollected items.
- (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) Aluminium 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 collect the item on a daily basis.
 - iv) Scrap Tyre Chips & Retread Rubber: Buyer shall collect the items every 2 working days from 11/F., Playmates Factory Building, Phase 2, 1, Tin Hau Road, Tuen Mun, N.T.

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 into KMB's account in The Hongkong Bank (A/C No.: 119-328995-001) and the buyer shall surrender the deposit slip to KMB Treasury Department or the relevant KMB depot manager before removal of sold item(s). Official Receipt will be issued after receipt of payment.

In case of the quantity of sold item(s) is under or over estimated, KMB will issue a separate invoice to debit or return credit to the concerned buyer. The concerned buyer shall settle the outstanding amount within 7 days after receipt of the invoice; 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%.

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PART III: TENDER SCHEDULE

(A) Scrap Buses

(A1) Runner

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

Items under (A1) will be sold as Runner in "as is" condition, ex-works.

(A2) Non-Runner

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

Items under (A2) will be sold as Non-Runner in "as is" condition, no parts will be retained, ex-works.

(A3) Non-Runner

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model	Location
1		FC6282	13/04/92	Dennis Dragon 11M (A/C)	Tuen Mun 81
2		FC6469	13/04/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
3		FC4888	13/04/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
4		FC5018	13/04/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
5		FC5718	13/04/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
6		FC5745	13/04/92	Dennis Dragon 11M (A/C)	Kowloon Bay
7		FD2497	11/05/92	Dennis Dragon 11M (A/C)	Shatin
8		FD1179	11/05/92	Dennis Dragon 11M (A/C)	Shatin
9		FD1603	11/05/92	Dennis Dragon 11M (A/C)	Shatin
10		FD1232	11/05/92	Dennis Dragon 11M (A/C)	Shatin
11		FN1332	02/04/93	Dennis Dragon 10M (A/C) S/D	Lai Chi Kok
12		FN1854	02/04/93	Dennis Dragon 10M (A/C) S/D	Lai Chi Kok
13		FN6824	03/05/93	Dennis Dragon 10M (A/C) S/D	Shatin
14		FN6870	03/05/93	Dennis Dragon 10M (A/C) S/D	Shatin
15		FN7995	03/05/93	Dennis Dragon 10M (A/C) S/D	Shatin
16		FP1202	17/05/93	Dennis Dragon 10M (A/C) S/D	Shatin

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PART III: TENDER SCHEDULE

(A3) Non-Runner

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model	Location
17		FN7475	03/05/93	Mitsubishi (S/D)	Shatin
18		FD5587	25/05/92	Dennis Dragon 11M (A/C)	Kowloon Bay
19		FD5962	25/05/92	Dennis Dragon 11M (A/C)	Kowloon Bay
20		FD6118	25/05/92	Dennis Dragon 11M (A/C)	Kowloon Bay
21		FD1436	11/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
22		FD5906	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
23		FD5806	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
24		FD5993	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
25		FD5793	25/05/92	Dennis Dragon 11M (A/C)	Tuen Mun 81
26		FD1091	11/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
27		FD1146	11/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
28		FD1879	11/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
29		FD1755	11/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
30		FD5801	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
31		FD5872	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
32		FD5735	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
33		FD4750	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
34		FD6420	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
35		FD6160	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
36		FD5407	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
37		FD4612	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
38		FD5520	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
39		FD5410	25/05/92	Dennis Dragon 11M (A/C)	Lai Chi Kok
40		FP2107	17/05/93	Dennis Dart 10M (A/C) S/D	Shatin
41		FN8039	03/05/93	Dennis Dart 10M (A/C) S/D	Shatin
42		FP1891	17/05/93	Dennis Dart 10M (A/C) S/D	Tuen Mun 81
43		FP915	17/05/93	Dennis Dart 10M (A/C) S/D	Lai Chi Kok

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PART III: TENDER SCHEDULE

(A3) Non-Runner

Item	Tender Price (HK\$)	Licence No.	First Reg. Date	Model	Location
44		FP1695	17/05/93	Dennis Dart 10M (A/C) S/D	Lai Chi Kok
45		FP1678	17/05/93	Dennis Dart 10M (A/C) S/D	Lai Chi Kok
46		FP957	17/05/93	Dennis Dart 10M (A/C) S/D	Lai Chi Kok
47		FP2584	25/05/93	Dennis Lance (A/C) S/D	Shatin
48		FP3934	25/05/93	Dennis Lance (A/C) S/D	Shatin
49		FP2943	27/05/93	Dennis Lance (A/C) S/D	Shatin
50		FD7935	03/06/92	Leyland Olympian 11M (A/C)	Shatin
51		FD6512	03/06/92	Leyland Olympian 11M (A/C)	Shatin
52		FD9754	10/06/92	Leyland Olympian 11M (A/C)	Shatin
53		FD8977	10/06/92	Leyland Olympian 11M (A/C)	Shatin
54		FE1975	18/06/92	Leyland Olympian 11M (A/C)	Shatin
55		FD8900	10/06/92	Leyland Olympian 11M (A/C)	Lai Chi Kok
56		FR9173	26/07/93	Dennis Lance 12M (A/C) S/D	Siu Ho Wan

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)

(B) Second Hand Items

(B1) Obsolete Spare Parts

Item	Tender Price (HK\$)	Batch No.	Location	Vehicle Type
	XXX			

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

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PART III: TENDER SCHEDULE

(B2) Used Items

Item	Tender Price (HK\$)	Description	Qty.
1		Rion NL-02 Sound Level Meter (45012502)	1 unit
2		Clarke 6200 Sweeper Scrubber	1 unit
3		Canon AP7010 Typewriter	1 unit
4		Intimus 400 Paper Shredder	1 unit
5		Nikon Digital Camera w/1G Card	1 set
6		TR-25 AC/DC Welder (45000530)	1 unit
7		Hitachi High Speed Cut-off Machine (45043244)	1 unit
8		Electric Saw	1 unit
9		Eelectric Drill	1 unit
10		Nilfish Vacuum Cleaner 2 units (45049596, 45049634)	1 lot
11		Toshiba 2310 Copier	1 unit
12		Collman HYD Mount/Demount Machine	1 unit
13		General Window Type Air Conditioner	1 unit
14		Toshiba BD-2510 Copier	1 unit
15		Ricoh Fax880 Facsimile Machine (45027611)	1 unit
16		Ricoh Fax880 Facsimile Machine (45027612)	1 unit
17		Minolta EP2010 Copier (45024717)	1 unit
18		Sony Ericsson K700I Mobile Phone	1 pc
19		LHE300 Welding Machiine (30003489)	1 unit
20		360 Degree Slewing Pillar Crane (30003845)	1 unit
21		Fujitsu PDS5002W-S 50" Plasma (45043414)	1 unit
22		Viper VR8000-EG Recovering & Recycling Machine (30003790)	1 unit
23		Toshiba 2860 Photocopier	1 unit
24		Sony DSC-W5 Digital Camera (45050416)	1 unit
25		Mitsubishi FB25T Electrical Forklift Truck (430003640)	1 unit
26		Engine (22 units)	1 lot
27		Gearbox (19 units)	1 lot
28		Exhaust Silencer (10 units)	1 lot

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

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PART III: TENDER SCHEDULE

(B3) Second Hand Vehicles

Item	Tender Price (HK\$)	License No.	Year of Manufacture	Make / Class	Odometer reading as at 1/7/2010	Location
1		HL166	2001	Toyota (28 Seater)	609199	Kowloon City
2		KC2764	2001	Mitsubishi (29 Seater)	512817	Shatin
3		KG3946	2001	Toyota (28 Seater)	525818	Kowloon Bay
4		KM4031	2001	Toyota (28 Seater)	9138	Tseung Kwan O
5		KN4695	2001	Toyota (28 Seater)	33914	Tin Shui Wai
6		KS4840	2002	Toyota (24 Seater)	380367	Tseung Kwan O
7		KJ5367	2001	Toyota (28 Seater)	503303	Tsing Yi
8		KT5711	2002	Toyota (24 Seater)	413737	Mong Kok
9		KS6573	2002	Toyota (28 Seater)	491038	Tseung Kwan O
10		KX7417	2003	Mitsubishi (24 Seater)	363285	Tai Po
11		HX1967	1997	Isuzu (50 Seater)	702878	Shatin
12		HV4627	1996	Isuzu (50 Seater)	231566	Yuen Long
13		HV4693	1996	Isuzu (50 Seater)	734751	Shatin
14		JG7002	1995	Hino (61 Seater)	533503	Tin Shui Wai
15		HP7539	1997	Isuzu (50 Seater)	118625	Tseung Kwan O
16		EJ7829	1988	Isuzu (56 Seater)	677182	Yuen Long
17		HJ9324	1997	Isuzu (56 Seater)	641896	Tseung Kwan O
18		HR9654	1997	Hino (61 Seater)	678946	Tsing Yi

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

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(C) Scrap Materials

The following is annual estimation:

(C1)	Description	Reference Quantity	Tender Offer (HK\$)
			XXX

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