



Name of Institute: The Society for the Promotion of Hospice Care (SPHC)

Tender Ref: JCHH/T/MT/003/23 Contract No: _____ File Ref.: JCHH/T/MT/003/23

TENDER FOR THE SUPPLY OF GOODS

LODGING OF TENDER

To be acceptable as a tender, this form, properly completed **in duplicate** and enclosed in a sealed plain envelope marked “**Tender for the Provision of Food Products for The Society for the Promotion of Hospice Care (SPHC), Tender Ref. JCHH/T/MT/003/23, Tender Closing Date 10 April 2024**” and addressed to The Chairman, Tender Opening Committee, Procurement and Stocks Control Section. **The above documents must be deposited in the Tender Box situated at the Jockey Club Home for Hospice at 1/F General Office, no. 18 A Kung Kok Shan Road, Shatin, New Territories on or before 12:00 noon (Hong Kong Time) on 10 April 2024.** Late tenders will not be accepted.

If you submit the Tender via a courier company, please ask the courier company to obtain the delivery receipt from Procurement and Stocks Control Section at the Jockey Club Home for Hospice at 1/F., General Office, No. 18 A Kung Kok Shan Road, Shatin, New Territories within office hours (Mon – Fri: 9:15 to 12:45 & 14:15 to 17:15 except Public Holiday) before the courier deposits the Tender into the Tender Box.

PART I
TERMS OF TENDER

1. Tender Documents

(a) The Tender Documents consist of:

Front Page	- Lodging of Tender
Part I	- Terms of Tender
Part II	- Tender Subject Matter
Part III	- Terms and Conditions
Part IV	- Tenderer's Schedules
Part V	- Offer to be Bound
Part VI	- Memorandum of Acceptance
Part VII	- Notice for Submission of Tenders
Part VIII	- No Offer Reply Slip for Tender Invitation

(b) All supplementary information to this Tender will be in writing and forwarded post, email or fax to all tenderers known to be in receipt of this Tender. Tenderers must acknowledge receipt of all such supplementary information.

(c) Tenderer's Schedules which provide information from the Tenderer in response to Tenderer's Schedules shall form part of its Tender Submission.

2. Interpretation

(a) In this Tender, the following words and expressions shall have the following meanings unless the context otherwise requires:

"SPHC"	means The Society for the Promotion of Hospice Care (SPHC), a non-profit making organization in Hong Kong advocating holistic and quality care for people with life-limiting illnesses and their families;
"SPHC Representative"	means The Society for the Promotion of Hospice Care (SPHC) or the Jockey Club Home for Hospice (JCHH), which is established under the Memorandum and Articles of Association of The Society for the Promotion of Hospice Care, acting for and on behalf of the SPHC or any duly authorized officer for the time being performing his duties;
"Contract"	means the contract made between the created hereunder on the terms of tender in PART I and PART II hereof;
"Contractor"	means the Tenderer whose tender is accepted as hereinafter provided;
"Goods"	means the articles and/or materials referred to in the Schedule of Requirements overleaf;
"Schedule of Requirements"	means the Schedule of Requirements shown overleaf or annexed to this Tender Invitation;
"Sample"	means an example of the Goods quoted for to which subsequent deliveries of Goods will conform;
"Tender"	means the Tender submitted by the Tenderer for the Provision of Services;
"Tender Closing Date"	means the latest date by which Tender Submissions must be lodged as stated above;
"Tenderer"	means the person or persons and/or the firm or the company whose details are set out in the relevant Tenderer's Schedules;
"Tender Documents"	means this Tender, comprising Part I (Terms of Tender), Part II (Tender Subject Matter), Part III (Terms and Conditions), Part IV (Tenderer's Schedules), Part V (Offer to be Bound), Part VI

(Memorandum of Acceptance), Part VII (Notice for Submission of Tenders), Part VIII (No Offer Reply Slip for Tender Invitation);

“Tender Subject Matter” means the Tender Subject Matter, set out in Part II of the Tender Documents, to be performed and/or supplied by the Contractor under the Contract;

“Tender Submission” means, in relation to a Tenderer, the completed tender (including Tenderer’s Schedules) submitted by the Tenderer to the SPCH under the Tenderer’s offer to be Bound;

“Term” has the meaning given in Clause of Part II – Tender Subject Matter.

- (b) Definitions used in one part of this Tender will apply to other parts, unless otherwise stated.
- (c) References to paragraphs, sub-paragraphs, clauses or sub-clauses are references to paragraphs, sub-paragraphs, clauses or sub-clauses of this Tender unless otherwise stated.
- (d) Headings are for ease of reference only and do not form part of this Tender.
- (e) The masculine includes the feminine and neuter gender. The singular includes the plural and vice versa.
- (f) References to an Ordinance, statutory provision or statutory instrument include a reference to that Ordinance, statutory instrument as amended, extended or re-enacted from time to time to any regulations made under it.
- (g) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.
- (h) In this Tender, where the SPHC’s “agreement”, “acceptance”, “approval”, “discretion” or “consent” is required or where the SPHC has any right or power under this Tender or where it is entitled to form an opinion (including words to that effect), the SPHC may do so in its absolute discretion.
- (i) A reference to a specific time for performance of an obligation is a reference to that time in Hong Kong unless otherwise stated.
- (j) Unless otherwise specified in this Tender, a reference to working days means Monday to Friday inclusive, excluding public holidays in Hong Kong.

3. **Invitation to Tender**

Tenders are invited for the provision of the Tender Subject Matter subject to and in accordance with the Contract.

4. **Tender**

- (a) This Tender relates to the Tender Subject Matter.
- (b) The Tenderer must complete Part IV (Tenderer’s Schedules) and Part V (Offer to be Bound). If the Tenderer wishes to make any change to Part III (Terms and Conditions), it must submit its Tender Submission with a copy of that part with the required amendments marked by manuscript additions or deletions to the terms thereof. All such manuscript changes should be made and initialed by the Tenderer in permanent ink, supported by explanation.
- (c) Tender Documents are to be completed in English or Chinese (except where technical information is expressly required to be provided in English) and in permanent ink or typescript and submitted in the manner stipulated. Tenderers are required to stamp and initial next to any corrections made.
- (d) 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 not 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.
- (e) 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.

- (f) Any enquiries from the Tenderer concerning this Tender up to the date of lodging its Tender Submission with the SPHC shall be in writing and shall be submitted to:

Procurement and Stocks Control Section (PSCS),
Jockey Club Home for Hospice (JCHH),
The Society for the Promotion of Hospice Care (SPHC),
No. 18 A Kung Kok Shan Road,
Shatin, New Territories.
(Attn: Ms. Mandy TAM)
Phone No.: (852) 2331 7062; Fax No.: (852) 2336 2776
E-mail Address: mandytam@hospicecare.org.hk

- (g) Subject to Clause 4(i) of Part I, after lodging a Tender Submission with the SPHC, the Tenderer shall not attempt to initiate any further contact, whether direct or indirect, with the SPHC on its Tender Submission. The SPHC shall have the sole right to initiate any such further contact and any replies of the Tenderer thereto shall be in writing or formally documented in writing.
- (h) Complete information, including descriptive and technical literature, on the Tender Subject Matter must be submitted. The Tenderer is invited to supply any other information considered to be relevant to the evaluation of its Tender Submission.
- (i) Tenderers should inform the SPHC in writing immediately of (i) any circumstance or information which may affect their qualification to participate in the Tender, or (ii) any changes to any information supplied or relevant to its Tender Submission (together with a copy of the new supporting documents highlighted the changes). The SPHC reserves the right to review the Tenderer's qualified status in light of any new information relevant to its qualification.
- (j) All information including personal data collected by the SPHC in this Tender shall be used for evaluation of the Tender Submissions.
- (k) The Tenderers agrees that if it is awarded the Contract, it will comply with and give effect to all the terms and conditions of the Contract.

5. **Tender Validity Period**

Tenders shall, unless otherwise indicated by the Tenderer, remain open for not less than **180** days after the Tender Closing Date and the Tenderer agrees not to withdraw the offer constituted by such Tender for this period ("Tender Validity Period").

6. **Tender Preparation**

- (a) The Tender and all accompanying documents must be completed and submitted in the manner stipulated under 'Lodging of Tender' in the front page of the Tender Form JCHH(G)231A. If the Tender is to be submitted via a courier and a receipt is needed, please instruct the courier to contact the Tender Opening Committee Registry at the Procurement and Stocks Control Section, The Jockey Club Home for Hospice, 1/F, General Office, 18 A Kung Kok Shan Road, Shatin, New Territories, Hong Kong within office hours (Mon – Fri: 9:15 to 17:15 and Sat: Office Closed) before the courier deposits the Tender into the Tender Box.
- (b) Tenderers must complete **Part V "OFFER TO BE BOUND"** of the Tender Form JCHH(G) 231A in **duplicate** and attach thereto all Tender Documents with the item(s) in the **Schedule 2 (Price)** of Tender fully priced and all necessary information provided including descriptive literature, catalogues, operating and maintenance manuals, drawings, diagrams and documentary evidence which are necessary for tender evaluation. Failure to comply with the requirement may render the Tender invalid.
- (c) Late tenders will not be accepted, except under very special circumstances, due to unforeseen circumstances e.g. act of God or a genuine mistake by a courier company (with proof of the tender being kept intact during transit before the closing date). The SPHC shall have absolute discretion to decide whether or not to accept such a late tender.

7. **Tender Evaluation**

- (a) A Tender Assessment Panel (“TAP”) will be set up to evaluate the Tender Submissions.
- (b) Tender Submission must be fully complied with the requirements as specified in Part II (Tender Subject Matter).
- (c) **Price Assessment**
 - i. The price assessment will be based on the Price Proposal in **Schedule 2 (Price) of Part IV (Tenderer’s Schedules)**.
 - ii. The SPHC is not bound to accept any conforming Tender or the lowest price and reserves the right to cancel the Tender or to accept all or part of any Tender.
 - iii. Tenderers should note that once the SPHC has decided to award the Contract, it is not obligated to evaluate any other Tender, including those under concurrent evaluation.
 - iv. If the Contract is not awarded, the SPHC may repeat Step 2 in respect of the remaining Tenders, and again in so doing, it is not obligated to consider all remaining Tenders.
- (d) All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.

8. **Negotiation**

The SPHC reserves the right to negotiate with any Tenderer on the terms of offer.

9. **Statement of Compliance**

Tenderers are requested to complete **Schedule 1 (Particulars of the Parties & Terms) of Part IV (Tenderer’s Schedules)**, in particular, provide **Schedule 4 (Statement of Compliance & Certificate of Non-Collusion)** and confirm that offer(s) submitted comply with the required Service Requirements in every aspect. If Tenderers wish to include counter-proposal in their Tender reply, the counter-proposal must be clearly stated in the reply. The SPCH Representatives reserves the right to accept or reject any such offer.

10. **Tender Prices**

- (a) The Tenderer must set out its Tender prices in the relevant Tenderer’s Schedule.
- (b) Tenderers are requested to quote the prices in Hong Kong dollars, which must be net prices allowing for all trade and cash discounts and inclusive of all cost and expense to be incurred by the Tenderer in the performance of the Contract (“Tender Prices”). All bank charges incurred by the Contractor will be borne by the Contractor.
- (c) Tenderers are requested to indicate in **Schedule 3 (Payment Discount)** of Part IV (Tenderer’s Schedule) for any discount that will be offered for prompt payment of Services.
- (d) For price comparison purposes, any prompt payment discount offered by the Tenderer will not be taken into consideration in assessment of Tender Prices.
- (e) Prices must remain valid for the duration of the Contract. Therefore no request for price variation will be considered.

11. **Accuracy of Tender Prices**

Tenderers are reminded to ensure the accuracy of their Tender prices quoted in the Price Proposal. Under no circumstances will be SPHC accept any request for price adjustment on grounds that a mistake has been made in the Tender prices quoted by a Tenderer.

12. **Payment**

Payment will be made in Hong Kong Dollars.

13. **Acceptance**

The successful Tenderer will receive from the SPHC a notification in the form of a Memorandum of Acceptance or a Letter of Acceptance which constitutes a binding Contract between the SPHC and the successful Tenderer who do not receive any notification within **180** days from the Tender Closing Date may assume that their Tender Submissions have not been accepted.

14. **Consent to Disclosure**

The SPHC shall have the right to disclose to whenever it considers appropriate, or upon request (verbal or written) by any third party (including unsuccessful Tenderers) information on the Contract, such as the name and address of the Contractor, description of the relevant services (if applicable) and the value of the Contract, without reference to or consent from the Contractor. Unsuccessful Tenderers may also enquire as to the reason for the rejection of their Tender Submissions.

15. **Saving**

- (a) All costs associated with a Tender submission shall be entirely the responsibility of the Tenderer.
- (b) The SPHC Representative is not bound to accept any conforming Tender or the Tender with the lowest offer. The SPHC reserves the right to accept all or any part of any tender at any time within the Tender Validity Period. The SPHC further reserves the right to cancel or terminate the Tender at any time without giving reason for such action. The SPHC shall not be liable to any party for any loss or damage, cost or expense as a result of such action.
- (c) The SPHC reserves the right to modify, amend or revise any part of this Tender (including without limitation any of the terms of the Contract in Part III) or to issue any addendum at any time during the Tender. Any modifications, amendments or revisions will be issued in writing and will be provided to Tenderers. The SPHC shall not be liable in any manner whatsoever for any inconvenience caused and costs incurred by Tenderers or any of their employees, agents or sub-contractors due to any such modifications, amendments or revisions.

16. **Personal Data**

Tenderer's Personal Data may be requested for purposes related to evaluation of offer. When Personal Data is provided, please make sure that the data is accurate and complete. If Tenderer fails to provide with the information required or if the information provided is inaccurate or incomplete, the evaluation of the Tenderer's offer will be affected.

Personal Data may be made available to:

- (a) SPHC Representative
- (b) any other relevant parties who require it for matters related to evaluation of Tenderer's offer.
- (c) any relevant government departments/appropriate authorities when the SPHC is required to provide it under the relevant legislation for use for the purposes of that legislation.

The SPHC Representative will only use, disclose or transfer the Personal Data the Tenderer provided

- (a) for the purposes relating to evaluation of offer or directly related purposes; or
- (b) where permitted by law.

The SPHC Representative will obtain the Tenderer's consent before using his Personal Data for any other purposes.

If the Tenderer wishes to require access to and /or correction of his Personal Data, he may do so under Personal Data (Privacy) Ordinance.

17. **Basis for Acceptance**

Tenderers should note that their offers will be considered and accepted on an **itemize** basis. The SPHC reserves the right to award the Contract to more than one Seller.

18. **Award of Contract**

With reference to Clause 13 of Terms of Tender, the successful Tenderer will receive a letter of acceptance from the SPHC prior to the receipt of the formal Contract document. This letter of acceptance shall constitute a binding contract between the SPHC and the successful Tenderer.

19. New Information Relevant to Qualified Status

Tenderers should inform the SPHC in writing immediately of any factors which might affect their qualified status. The SPHC reserves the right to review their qualified status in the light of any new information relevant to their qualification.

20. Contractor Performance Monitoring

Tenderers should note that in the event a Tenderer is awarded the Contract, the Tenderer's performance in Contract shall be monitored and taken into account in evaluating the Tenderer's tender submissions in response to invitations for tenders by the SPHC in the future. If in the sole opinion of the SPHC, the performance of the Tenderer in the Contract is unsatisfactory, the SPHC may in its absolute discretion disqualify that Tenderer from participation in any future tenders issued by the SPHC, for such period as the SPHC may in its entire discretion consider appropriate. Tender Submissions from the Tenderer who has been so disqualified from tendering by the SPHC shall be rejected.

21. Cancellation of Tender

Without prejudice to the SPHC's right to cancel the tender, where there are changes of requirements after tender closing date, for operational or any other reasons, the SPHC is not bound to accept any conforming tender and reserves the right to cancel the tender.

22. Offering Gratuities

- (a) Tenderers shall not, and shall procure that their employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong) in connection with the tendering and execution of this Contract.
- (b) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in paragraph (a) above committed by the Tenderer or by an employee, agent or sub-contractor of the Tenderer shall, without affecting the Tenderer's liability for such failure and act, result in its Tender Submission being invalidated.

23. Environmental Friendly Measure

- (a) The SPHC is sensitive to the environment impact of purchasing decisions and takes account of legitimate environmental concerns while continuing to achieve best value of money in its purchasing functions.
- (b) The following environment friendly measures are recommended in the preparation of the Tender Submissions:
 - (i) all documents should preferably be printed on both sides and on recycled paper. Papers exceeding 80gsm are not recommended.
 - (ii) excessive use of plastic laminates, glossy covers or double covers should be avoided as far as possible. Use of recyclable non-glossy art board paper as document covers is recommended.
 - (iii) single line spacing should be used and excessive white space around the borders and in between the paragraphs should be avoided.

24. Tender Closing Time in case of Rainstorm/Typhoon

The Tender Closing Time and Tender Closing date will be extended to 12:00 noon the next working day in Hong Kong (i.e. any day from Monday to Friday which is not a public holiday) under the following situations:

- (a) a black rainstorm signal or tropical cyclone warning signal No. 8 or above issued by the Hong Kong Observatory is still in force between 9:00 am and 12:00 noon on the Tender Closing Date; or
- (b) a black rainstorm signal or tropical cyclone warning signal No. 8 or above is announced to be hoisted shortly by the Hong Kong Observatory between 9:00 am and 12:00 noon on the Tender Closing Date.

25. **General**

- (a) The SPHC reserves the right in its absolute discretion to cancel this Tender at any time without giving the reason for such action.
- (b) The SPHC will not be responsible for or liable to any Tenderer for any cost or expense incurred in relation to (i) the preparation or submission of the Tender Submission; or (ii) any communication between the Tenderer and the SPHC in relation to the Tender, under any circumstances (including the cancellation of this Tender by the SPHC).
- (c) The Contractor acknowledges and agrees that the SPHC is not responsible for the accuracy of any information provided in this Tender, and the Contractor has made its own independent evaluation of the business potential of the Tender Subject Matter and it has submitted its Tender Submission based solely on the result of such independent evaluation.
- (d) The SPHC reserves the right to modify, amend or revise any part of this Tender (including without limitation any of the terms and conditions in Part III) or to issue any addendum at any time during the tendering process. Any modifications, amendments or revisions will be issued in writing and will be provided to Tenderers. The SPHC shall be liable in any manner whatsoever for any inconvenience caused and costs incurred by Tenderers or any of their employees, agents or sub-contractors due to any such modifications, amendments or revisions.

PART II
TENDER SUBJECT MATTER

1. **Background**

This Tender calls for the Provision of Food Products to the Jockey Club Home for Hospice (JCHH) in the Society for the Promotion of Hospice Care (SPHC) for a period of **twenty-four (24) months**.

2. **Objectives**

The SPHC is seeking Contractor to provide Food Products to the JCHH.

3. **Term of the Contract**

The Contract shall be for an initial period of **twenty-four (24) months** commencing on **15 May 2024** or a date (“**Commencement Date**”) notified by the SPHC to the Contractor in writing, subject to any early termination in accordance with the terms of the Contract. The SPHC may in its absolute discretion decide to extend the Contract for a further period of up to twelve (12) months on the same terms and conditions of the Contract (save and except this right to extend). The SPHC may exercise this right at any time by written notice to the Contractor not less than one (1) month prior to the expiry of the initial term. The initial term and the extended term (if any) of the Contract shall be referred to as the “**Term**”).

4. **Tender Prices**

- 4.1 The Tenderer must set out its Tender prices in the relevant Tenderer’s Schedule.
- 4.2 Tenderers are requested to quote the prices in Hong Kong dollars, which must be net prices allowing for all trade and cash discounts and inclusive of all cost and expense to be incurred by the Tenderer in the performance of the Contract (“Tender Prices”). All bank charges incurred by the Contractor will be borne by the Contractor.
- 4.3 Tenderers are requested to indicate in **Schedule 3 (Payment Discount)** of Part IV (Tenderer’s Schedule) for any discount that will be offered for prompt payment of Services.
- 4.4 For price comparison purposes, any prompt payment discount offered by the Tenderer will not be taken into consideration in assessment of Tender Prices.
- 4.5 Prices must remain valid for the duration of the Contract. Therefore no request for price variation will be considered.

5. **Accuracy of Tender Prices**

Tenderers are reminded to ensure the accuracy of their Tender prices quoted in the Price Proposal. Under no circumstance will the SPHC accept any request for price adjustment on grounds that a mistake has been made in the Tender prices quoted by a Tenderer.

6. **Negotiation**

The SPHC reserves the right to negotiate with any Tenderer on the terms of the offer.

7. **Estimated Quantities**

- 7.1 The quantity of goods specified in **Schedule 2 (Price)** is an estimate of probable requirement only and the amount ordered by the SPHC may be up to 30% less or 30% more than such quantity. Within such limits, the Tenderer shall be bound to provide the goods at the contract prices against orders placed during the contractual period. The Tenderer shall have no claim against the SPHC for failure to order the estimated quantities.
- 7.2 In addition to clause 7.1 above, the contract would be drawn up for the total contractual value so as to allow a mix if the contract is awarded with more than one item. In this case, the Contractor must be prepared to accept any increase or decrease by thirty percent (+/- 30%) of the total contractual value.

8. **Price Variation**

8.1 Price Variation Mechanism for Review 4-Monthly

For the initial ~4.5 months of the Contract, i.e. 15 May 2024 to 30 September 2024, the quoted price during Tender submission shall be applied. Afterwards, the price shall be reviewed and adjusted every 4-monthly. This kind of price variation is applicable to items 1-139. The schedule of price review and adjustment is illustrated in the following table:

<u>Price Review in every 4 months</u>	<u>Announcement of Review Result</u>	<u>Effective Period for Price Adjustment after Each Review</u>
1 st Review	September 2024	1 October 2024 to 31 January 2025
2 nd Review	January 2025	1 February 2025 to 31 May 2025
3 rd Review	May 2025	1 June 2025 to 30 September 2025
4 th Review	September 2025	1 October 2025 to 31 January 2026
5 th Review	January 2026	1 February 2026 to 14 May 2026

8.2 4-Monthly Price Review for Rice – Item 1

1st Review:

Price will be adjusted upward or downward based on the 4-month average import value of rice for the period from April 2024 to July 2024 published in the Hong Kong Trade Statistics, Imports – Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types. The base for the comparison is the average of Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). Import value to be used for the adjustment will be based on the average import value of rice from the major origins of Thailand, China PR and Vietnam. The formula and example for price adjustment is shown at Exhibit 1A of Annex I. The adjusted price will take effect for all orders for the period from 1 October 2024 to 31 January 2025.

2nd Review

Price will be adjusted upward or downward based on the 4-month average import value of rice for the period from August 2024 to November 2024 published in the Hong Kong Trade Statistics, Imports – Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types. The base for the comparison is the average of Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). Import value to be used for the adjustment will be based on the average import value of rice from the major origins of Thailand, China PR and Vietnam. The formula and example for price adjustment is shown at Exhibit 1B of Annex I. The adjusted price will take effect for all orders for the period from 1 February 2025 to 31 May 2025.

3rd Review

Price will be adjusted upward or downward based on the 4-month average import value of rice for the period from December 2024 to March 2025 published in the Hong Kong Trade Statistics, Imports – Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types. The base for the comparison is the average of Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). Import value to be used for the adjustment will be based on the average import value of rice from the major origins of Thailand, China PR and Vietnam. The formula and example for price adjustment is shown at Exhibit 1C of Annex I. The adjusted price will take effect for all orders for the period from 1 June 2025 to 30 September 2025.

4th Review

Price will be adjusted upward or downward based on the 4-month average import value of rice for the period from April 2025 to July 2025 published in the Hong Kong Trade Statistics, Imports – Average

Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types. The base for the comparison is the average of Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). Import value to be used for the adjustment will be based on the average import value of rice from the major origins of Thailand, China PR and Vietnam. The formula and example for price adjustment is shown at Exhibit 1D of Annex I. The adjusted price will take effect for all orders for the period from 1 October 2025 to 31 January 2026.

5th Review

Price will be adjusted upward or downward based on the 4-month average import value of rice for the period from August 2025 to November 2025 published in the Hong Kong Trade Statistics, Imports – Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types. The base for the comparison is the average of Average Rice Import CIF (Cost Insurance Freight) Prices of Selected Rice Types for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). Import value to be used for the adjustment will be based on the average import value of rice from the major origins of Thailand, China PR and Vietnam. The formula and example for price adjustment is shown at Exhibit 1E of Annex I. The adjusted price will take effect for all orders for the period from 1 February 2026 to 14 May 2026.

8.3 4-Monthly Price Review for Other Food Products – Items 2 to 139

1st Review

Price will be adjusted upward or downward based on the 4-month average index of the CPI(A) for the period from April 2024 to July 2024 for the respective items in the Food Category as cross-referenced in Annex II. The base for the comparison is the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). The formula and example for price adjustment is shown at Exhibit 2A of Annex I. The adjusted price will take effect for all orders for the period from 1 October 2024 to 31 January 2025.

2nd Review

Price will be adjusted upward or downward based on the 4-month average index of the CPI(A) for the period from August 2024 to November 2024 for the respective items in the Food Category as cross-referenced in Annex II. The base for the comparison is the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). The formula and example for price adjustment is shown at Exhibit 2B of Annex I. The adjusted price will take effect for all orders for the period from 1 February 2025 to 31 May 2025.

3rd Review

Price will be adjusted upward or downward based on the 4-month average index of the CPI(A) for the period from December 2024 to March 2025 for the respective items in the Food Category as cross-referenced in Annex II. The base for the comparison is the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). The formula and example for price adjustment is shown at Exhibit 2C of Annex I. The adjusted price will take effect for all orders for the period from 1 June 2025 to 30 September 2025.

4th Review

Price will be adjusted upward or downward based on the 4-month average index of the CPI(A) for the period from April 2025 to July 2025 for the respective items in the Food Category as cross-referenced in Annex II. The base for the comparison is the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). The formula and example for price adjustment is shown at Exhibit 2D of Annex I. The adjusted price will take effect for all orders for the period from 1 October 2025 to 31 January

2026.

5th Review

Price will be adjusted upward or downward based on the 4-month average index of the CPI(A) for the period from August 2025 to November 2025 for the respective items in the Food Category as cross-referenced in Annex II. The base for the comparison is the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024). The formula and example for price adjustment is shown at Exhibit 2E of Annex I. The adjusted price will take effect for all orders for the period from 1 February 2026 to 14 May 2026.

9. Placement of Order and Delivery Requirement

- 9.1 Orders will be placed by the SPHC Representative on an “as and when required” basis during the contractual period. Delivery must be made as specified in the order.
- 9.2 If Tenderers are unable meet the delivery requirements, they must clearly specify on the **Schedule 2** (Price) an alternative delivery date and rate for consideration. Should no such or incomplete information be given, Tenderers will be bound by the delivery requirements specified above.

10. Country of Origin

The SPHC reserves the right to reject any delivery in the event that the Goods are manufactured in the country other than the one originally quoted.

11. Weight and Measures

Notwithstanding any trade customs to the contrary in the case of purchase by weight, the weight set out in the invoices and bills shall be the net weight of the provisions exclusive of packages or wrapping of any kind.

12. Packaging and Labelling

- 12.1 Goods supplied must be properly packed. The Contractor shall be responsible for any loss or damage to any goods not packed in such a manner.
- 12.2 Goods supplied must comply with the prevailing applicable regulation or statutory requirements on food packaging and labelling in the Hong Kong SAR. Sufficient identification and labelling showing supplier name, order reference, product description, expiry date etc. must be provided in each package of the Goods supplied.

13. Changes and Substitution of Goods

- 13.1 The Contractor must keep the SPHC advised of any changes in Goods including but not limited to change in design, material, part numbers, supersessions, during the contractual period.
- 13.2 The Contractor shall undertake to provide the SPHC at any time before Goods delivery with an option to substitute Goods with new technology for any or all of the offered Goods. The substitute Goods shall have performance characteristics and functional capability equivalent to or better than the originally offered Goods. Such substitution(s) shall cost less than or equal to the replaced Goods. The terms and conditions of this Contract shall remain applicable to such substitution(s) and the SPHC reserves the right to accept or reject the proposed substitution(s). Health Certificate is required for substitution of goods if there is any change of country of origin or brand etc.
- 13.3 The Contractor shall inform SPHC in writing for the changes and substitution of Goods supplied under this Contract.

14. Warranty

- 14.1 The Contractor warrants that the Goods will be of the nature, substance and quality of the Goods demanded by the SPHC and will be fit for human consumption.

- 14.2 The Contractor shall warrant and ensure that no substance will be added to the Goods so as to render the Goods injurious to health. In determining for the purposes of whether an article of substance is injurious to health, regard shall be had not only to the probable effect of that article on the health of a person consuming it, but also to the probable cumulative effect of articles of substantially the same composition on the health of a person consuming such articles in ordinary quantities.
- 14.3 The Contractor acknowledges and agrees that the liabilities arising out of the above obligations are strict and any provisions of this Contract which would have the effect of excluding or limiting the Contractor's liabilities under the above clauses shall be null and void.

15. Contractor's Premises, Transport Vehicles and Containers

- 15.1 All premises and vehicles used in connection with this Contract shall be kept clean and in good order and at all times subject to inspection by the SPHC Representative, and the SPHC Representative reserves the right to reject delivery of and Goods if he is dissatisfied with the condition of storage or transport thereof.
- 15.2 Fresh fruits and vegetables shall be delivered to the SPHC in acceptable containers which are clean and free from dirt moulds, foreign objects and other micro-organisms which are pathogenic to the particular fruit or vegetable. Vegetables delivered must be free from damage caused by discolouration, freezing, hollow stem or pithiness, scars, dirt or other foreign material, disease, insects or mechanical or other means. Contractors should avoid using wires for bonding.

16. Contractor's Stock Holding Temperature Control

- 16.1 Frozen foods/seafood for resale to the SPHC must be received by the Contractor at a temperature between -18°C or below and will have a control and monitoring system in operation that ensures such temperatures are maintained at a temperature between -18°C or below at all times up to and including the time of final delivery to the SPHC.
- 16.2 Refrigerated foods, including fresh fruits, fresh whole eggs and etc. for resale to the SPHC must be received by the Contractor at a temperature between 1°C and 4°C (unless otherwise specified in the individual product specifications) and will have a control and monitoring system in operations that ensures such temperatures are maintained at all times.

17. Contractor's Product Delivery Temperature Control

- 17.1 Frozen foods/seafood will be transported to the SPHC in purpose built frozen food vehicles and/or adequate insulation packaging which will ensure the temperature of such delivered product remains at a temperature not higher than -18°C. Any product delivered which is above -18°C will be subject to automatic rejection by the SPHC Representative.
- 17.2 Refrigerated foods, including fresh dairy products will be transported to the SPHC in purpose built refrigerated food vehicles and/or adequate insulation packaging which will ensure the temperature of such delivered product remains at a temperature between 1°C and 4°C. Any product delivered at a temperature above 4°C will be subject to automatic rejection by the SPHC Representative.
- 17.3 Refrigerated foods, including fresh whole eggs will be transported to the SPHC in purpose built refrigerated food vehicles and /or adequate insulation packaging which will ensure the ambient air temperature below 7.2°C. Otherwise it will be subject to automatic rejection by the SPHC Representative.
- 17.4 Fruits will be transported to the SPHC in purpose build refrigerated food vehicles and/or adequate insulation packaging which will ensure the temperature of such delivered product remains at a temperature between 4°C - 8°C. Any product delivered at a temperature above 8°C will be subject to automatic rejection by the SPHC Representative.
- 17.5 Fresh vegetables will be transported to the SPHC in purpose build refrigerated food vehicles and/or adequate insulation packaging which will ensure the temperature of such delivered product remains at a temperature between 4°C - 8°C. Any product delivered at a temperature above 8°C will be subject to automatic rejection by the SPHC Representative.

- 17.6 Pre-cut & pre-wash vegetables will be transported to the SPHC in purpose build food vehicles and/or adequate insulation packaging which will ensure the temperature of such delivered product remains at a temperature between 4°C - 7°C. Any product delivered at a temperature above 7°C will be subject to automatic rejection by the SPHC Representative.

18. General Product Quality Requirements

18.1 The food products supplied shall comply with the following general quality requirements:

- (a) Fresh fruits – It should be of good characteristic color, ripe and firm and without bruise, free from off-odour and off flavour. The flavour and odour should be typical of the fruits.
- (b) Fresh vegetables – It should be of good characteristic color, ripe and firm, no signs of discoloration and rotting, free from dirt and damage. The flavour and odour should be typical of the vegetables.
- (c) Frozen seafood – It should be of good characteristic color, firm flesh after defrosting, without bone and skin, without off -odour and off-flavour, without bruises and blood clot. The odour and flavour should be typical of the seafood.
- (d) Frozen meat (except poultry) – It should be of good characteristic color, without bone fragments and stringy tissue, visible blood vessels, bruises, glands, hair and hide, no discoloration, without off-odour and off-flavour. The yield should be 95% after defrosting.
- (e) Frozen poultry – It should be healthy flesh fowl and well bled bird, of good characteristic color, without bone fragments, visible blood vessels, bruises, blood clots, feathers and pin-feathers. There should not be off-odour and off-flavour. The yield should be 95% after defrosting.

18.2 Contractors should ensure the food products supplied under this contract are fit and safe for human consumption and fully comply with the requirement of the Centre for Food Safety (CFS) of Food and Environmental Hygiene Department of the Government of the Hong Kong Special Administrative Region.

19. Delivery Acceptance

19.1 In addition to clause 8, for frozen foods/seafood, refrigerated/chilled foods, and pre-cut and pre-wash vegetables, product checking will include:

- (a) Unit Quantity
- (b) Product Labelling*
- (c) Visual Quality (where appropriate)
- (d) Temperature

*Information on the product label provided by supplier should include item description, net weight, storage condition and use by date as a minimum.

Product quality, price and specification errors which are not evident at time of delivery may lead to rejection after the Goods have been checked in. The SPHC reserves the right to have the Goods rejected and credited where such product is found to be defective at time of thawing and/or unpacking.

20. Rejected Deliveries and Purchaser's Remedies

In addition to Clause 6, Part III of Terms and Conditions, the Contractor should replace the Goods rejected by the correctly specified Goods within 4 hours.

If, after acceptance, fresh, packaged or frozen product delivered by the Contractor is found, on being opened and/or defrosted, to be damaged from any cause or of a poor quality that could not be discovered by external examination, the damaged or dissatisfied portions shall be replaced by satisfactory quality of the same description at the Contractor's expense, within the specified time stated.

21. Product Recall, Hazard Alert and Safety Notice

- 21.1 In case there is adverse incident happened locally and/or in overseas countries affecting the Goods supplied under this tender invitation that leads to a product recall, hazard alert or safety notice action, the Contractor is obligated to inform the SPHC in writing via e-mail (mandytam@hospicecare.org.hk) within 24 hours after the Contractor knew or reasonably should have known the happening of the incident.
- 21.2 The SPHC reserves the right to arrange batch recall of delivered Goods if the Goods failed to either meet the merchantable quality or fit for the intended use depending on the severity. For any critical quality defects including but not limited to the presence of undesirable substances not normal to the production process, batch recall will be triggered. For all kinds of defects, the Contractor shall provide replacement for the rejected quantity of the defective product identified by the SPHC in a timely manner.

22. Liquidated Damages

- 22.1 Any delay or failure on the part of the Contractor in supplying the Goods ordered to the SPHC under this Contract shall, in addition to any other remedies of the SPHC against the Contractor under this Contract, render the Contractor liable to pay to the SPHC a sum, as and for liquidated damages and not as penalty, in the manner set out below.
- 22.2 Payment of liquidated damages under this clause shall not relieve the Contractor from its obligation to provide the Goods or from any other liability or obligation under this Contract.
- 22.3 For any delay in delivery, short delivery, and rejection of Goods, the Contractor is liable to pay to the SPHC a sum as and for liquidated damages. The liquidated damages are calculated as follows:

Event	Liquidated Damages
Delay in delivery (more than 4 hours)	0.5% of the whole order value or HK\$500.00 per event, whichever is the higher
Short delivery (with quantity variation >10%, on individual item basis.)	0.5% of the concerned item or HK\$500.00 per event, whichever is the higher
Rejection of Goods (with quantity rejected >50% on individual item basis)	0.5% of the concerned item or HK\$500.00 per event, whichever is the higher

- 22.4 The contractor is liable to pay liquidated damages for multiple events on same delivery as situation requires.

23. Publicity

The Contractor shall submit to the SPHC Representative all advertising or other publicity material relating to the Contract supplied or other work done in connection with the Contract where in the SPHC's name is mentioned or language used from which a connection with the SPHC can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material without the prior written consent of the SPHC Representative.

24. Basis for Acceptance

This Tender may be considered and accepted on **itemize** basis. The SPHC reserves the right to award the Contract to more than one tenderer.

25. Placement of Order

Orders will be placed by the SPHC Representatives on an as and when required basis during the contractual period.

26. Payment Discounts

Tenderers are requested to indicate in **Schedule 3 (Payment Discount)** the discount they would allow on the Quoted prices if payment for each consignment is made in full within the specified period.

27. Payment

Payment will be made within 30 days after the date of acceptance of Goods and presentation of invoice.

28. New Information Relevant to Qualified Status

Tenderers should inform the SPHC in writing immediately of any factors which might affect their qualified status. The SPHC reserves the right to review their qualified status in the light of any new information relevant to their qualification.

29. General

- 29.1 The SPHC is not bound to accept the lowest or any offer and reserves the right to accept all or any part of any offer.
- 29.2 The SPHC reserves the right in its absolute discretion to cancel this Tender at any time.
- 29.3 The SPHC will not be responsible for or liable to any Tenderer for any cost or expense incurred in relation to (i) the preparation or submission of the Tender Submission; or (ii) any communication between the Tenderer and the SPHC in relation to the Tender, under any circumstances (including the cancellation of this Tender by the SPHC).
- 29.4 The Contractor acknowledges and agrees that the SPHC is not responsible for the accuracy of any information provided in this Tender, and the Contractor has made its own independent evaluation of the business potential of the Tender Subject Matter and it has submitted its Tender Submission based solely on the result of such independent evaluation.

PART III
TERMS AND CONDITIONS (“T&Cs”)

1. Terms of Supply

These T&Cs shall apply to the supply of the Goods by the Contractor under the Contract.

2. Quantity

The quantity of each item of Goods specified in the Schedule of Requirements is an estimate of probable requirement only and the amount ordered by the SPHC may be up to 30% less or 30% more than such quantity. Within such limits, the Contractor shall be bound to supply the Goods at the contract prices against orders placed during the Contract Period.

3. Quality and Description

The Goods ordered against this Contract shall:

- 3.1 conform as to quantity, quality and description with the particulars stated in the order;
- 3.2 be of sound materials and workmanship;
- 3.3 be in accordance with the Specification specified for each requirement and be capable of the performance and tests specified; and
- 3.4 be equal in all respects to the Samples submitted by the Contractor and approved by the SPHC.

4. Delivery and Default

- 4.1 The Goods shall be delivered by the Contractor in accordance with the delivery conditions and time specified in the order to the destination named in such order. Each delivery shall be accompanied by a copy of the order, and the Contractor shall ensure that he obtains a receipt from the SPHC Representative, but such receipts shall not constitute an acknowledgement that the Goods therein mentioned are acceptable or satisfactory.
- 4.2 If the Goods or any portion thereof are not delivered within the time specified in the order, or any approved extension, the SPHC Representative shall have the right to cancel the order and/or to terminate the Contract and henceforth be entitled to recover from the Contractor any additional expenditure over and above the contract price reasonably incurred by the SPHC in obtaining other Goods in replacement of those Goods which have not been delivered.

5. Inspection and Acceptance

All Goods delivered shall be subject to inspection and/or testing by the SPHC Representative and shall be deemed to have been accepted only when:

- 5.1 the SPHC Representative furnishes the Contractor with an acceptance note; or a period of 30 clear working days has expired from the date of delivery and Goods have not been rejected,
- 5.2 whichever date is the earlier.

6. Rejections

- 6.1 Without prejudice to any statutory rights the SPHC Representative may reject any Goods which do not strictly conform to the SPHC Representative's requirements, as detailed in the order, or which are damaged, spoiled or soiled. No payment will be made by SPHC for any Goods rejected in this manner.
- 6.2 The SPHC Representative shall give reason of rejection and the Contractor shall, within 7 days of having been notified in writing of the rejection of any Goods, take back such Goods from the site to which they were delivered.
- 6.3 Any monies paid by the SPHC to the Contractor in respect of any rejected Goods shall be refunded to the SPHC. Any additional expenditure over and above the contract price reasonably incurred by the SPHC in obtaining other Goods in replacement of the rejected Goods which are not replaced by the Contractor within a reasonable time shall be paid by the Contractor to the SPHC.

7. **Payment for Goods**

When Goods are delivered under this Contract, an invoice stating the order number, the particulars of Goods delivered and the quantity, rate and value of each item shall be sent by the Contractor to the place of delivery or as otherwise directed by the SPHC Representative. Unless otherwise agreed by the SPHC Representative, no payment for Goods delivered will be made until the same have been accepted within the meaning of clause 4. Once accepted, payment will be made within 30 clear working days.

8. **Corrupt Gifts**

If the Contractor or any employee or agent of the 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 thereafter or under any law of a similar nature in relation to this Contract or any other SPHC contract, the SPHC may terminate this Contract, without entitling the Contractor to any compensation therefor and the Contractor shall indemnify the SPHC against all costs, claims, damages, losses and expenses necessarily incurred or suffered as a result by the SPHC.

9. **Registration of Tenderer**

9.1 The SPHC will not enter into a contractual relationship with a Contractor unless the Contractor, at the time of submitting the tender, is a limited company registered under the Companies Ordinance (Chapter 32, Laws of Hong Kong) or a business registered under the Business Registration Ordinance (Chapter 310, Laws of Hong Kong) or a company registered under the law of the Contractor's country.

9.2 Particulars concerning registration should be stated overleaf.

10. **Applicable Law**

10.1 The validity and interpretation of this Contract shall be governed in all respects by the Laws of Hong Kong and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.

10.2 The Contractor shall comply with all applicable international and local laws, rules and regulations pertinent to its obligations under this Contract.

10.3 The application of the Contracts (Rights of Third Parties) Ordinance is expressly excluded and no person who is not a party to this Contract shall be entitled to enforce any right or term of this Contract pursuant to the Contracts (Rights of Third Parties) Ordinance.

11. **Publicity**

The Contractor shall submit to the SPHC all advertising or other publicity material relating to the Contract or the Goods supplied or other work done in connection with the Contract wherein the name of the SPHC is mentioned or from which a connection with the SPHC or the SPHC can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity material relating to the SPHC or otherwise use or mention the name of the SPHC for any promotion or marketing purposes without the prior written consent of the SPHC. Nothing in this Contract expressly or impliedly constitutes an endorsement of any goods or services and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

12. **Confidential Information**

The Contractor shall ensure that his staff should treat any oral or written information which they obtain under the Contract or accidentally overhear or encounter when carrying out their work in the SPHC's premises as confidential and they should not disclose such information to any third party.

14 **Termination**

14.1 This Contract will expire automatically, without notice being necessary, on expiry of the Term unless the SPHC has exercised its option of renewal hereunder (if any), provided that the SPHC may at any time during the Term by not less than thirty (30) days' written notice to the Contractor terminate this Contract.

- 14.2 The SPHC may at any time by notice in writing terminate this Contract and any licence that may be granted herein (if applicable), without entitling the Contractor to compensation, if:
- (a) the Contractor, being an individual or a partnership, shall at any time receive a bankruptcy notice or petition or be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him, or shall take or suffer any proceedings for liquidation or composition under any Bankruptcy Ordinance for the time being in force or distress or any form of execution 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;
 - (b) the Contractor, being a company, shall become insolvent or enter into any composition or arrangement with its creditors or pass a resolution for winding up (other than for the purpose of amalgamation or reconstruction) or receive a winding up notice or petition or the Court shall make an order for the liquidation of its assets or a Receiver or Manager shall be appointed on behalf of the debenture holders over the whole or part of its assets, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver or Manager, or suffers distress or any form of execution against it;
 - (c) the Contractor shall cease, or threaten to cease, to carry on business;
 - (d) without prejudice to any express right of immediate termination contained in other clauses, the Contractor is in breach of any term of this Contract and fails to rectify such breach within 7 days of being required to do so by the SPHC;
 - (e) in the absolute discretion of the SPHC, the Goods do not meet the standard of goods which the SPHC requires or if they fail to comply with the Tender Subject Matter in any respect;

Annex I

N.B.:

CPI(A) - Consumer Price Index (A) is published by the Census & Statistics Department of HKSAR in the monthly "Consumer Price Index Report". Should this index cease to be published during the currency of this Contract, a suitable substitute (including the base index) as recommended by the Census & Statistics Department as an equivalent to the Index shall be used for computation. Failing such an equivalent being recommended, the substitute shall be subject to mutual agreement.

Exhibit 1A

Formula =	<u>(A) – (B)</u>	x 100 = Percentage of increase or decrease	
	B		
Where A =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period from April 2024 to July 2024. i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of April 2024 + that of May 2024+ that of June 2024 + that of July 2024) / 4		
Where B =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4		
Example (Rice):	<u>(\$12.85 - \$12.06)</u>	x 100 = +6.55%	
	\$12.06		

Therefore, the contract prices for the period from 1 October 2024 to 31 January 2025 for Rice – item 1 will be adjusted upward by 6.55% based on the contract prices of 15 May 2024 to 30 September 2024.

Exhibit 1B

Formula =	$\frac{(A) - (B)}{B}$	x 100 = Percentage of increase or decrease	
Where A =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period from August 2024 to November 2024. i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of August 2024 + that of September 2024 + that of October 2024 + that of November 2024) / 4		
Where B =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4		
Example (Rice):	$\frac{(\$12.55 - \$12.06)}{\$12.06}$	x 100 = 4.06%	

Therefore, the contract prices for the period from 1 February 2025 to 31 May 2025 for Rice – item 1 will be adjusted upward by 4.06% based on the contract prices of 15 May 2024 to 30 September 2024.

Annex I

Exhibit 1C

Formula =	<u>(A) – (B)</u>	x 100 = Percentage of increase or decrease	
	B		
Where A =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period from December 2024 to March 2025. i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2024 + that of January 2025 + that of February 2025 + that of March 2025) / 4		
Where B =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4		
Example (Rice):	<u>(\$12.13 - \$12.06)</u>	x 100 = +0.58%	
	\$12.06		

Therefore, the contract prices for the period from 1 June 2025 to 30 September 2025 for Rice – item 1 will be adjusted upward by 0.58% based on the contract prices of 15 May 2024 to 30 September 2024.

Exhibit 1D

Formula =	<u>(A) – (B)</u>	x 100 = Percentage of increase or decrease	
	B		
Where A =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period from April 2025 to July 2025. i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of April 2025 + that of May 2025 + that of June 2025 + that of July 2025) / 4		
Where B =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4		
Example (Rice):	<u>(\$11.90 - \$12.06)</u>	x 100 = -1.33%%	
	\$12.06		

Therefore, the contract prices for the period from 1 October 2025 to 31 January 2026 for Rice – item 1 will be adjusted downward by 1.33% based on the contract prices of 15 May 2024 to 30 September 2024.

Annex I

Exhibit 1E

Formula =	$\frac{(A) - (B)}{B}$	x 100 = Percentage of increase or decrease
Where A =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period from August 2025 to November 2025. i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of August 2025 + that of September 2025 + that of October 2025 + that of November 2025) / 4	
Where B =	the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the Average Rice Import CIF (Cost Insurance Freight) Prices from Thailand, China PR and Vietnam for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (Rice):	$\frac{(\$11.96 - \$12.06)}{\$12.06}$	x 100 = -0.83%

Therefore, the contract prices for the period from 1 February 2026 to 14 May 2026 for Rice – item 1 will be adjusted downward by 0.83% based on the contract prices of 15 May 2024 to 30 September 2024.

Exhibit 2A

Formula =	$\frac{(A) - (B)}{B}$	x 100 = Percentage of increase or decrease
Where A =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period from April 2024 to July 2024. i.e. (the index of the respective item for the month of April 2024 + that of May 2024 + that of June 2024 + that of July 2024) / 4	
Where B =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the index of the respective item for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (other Food Products):	$\frac{(112.03 - 110.15)}{110.15}$	x 100 = +1.71%

Therefore, the contract prices for the period from 1 October 2024 to 31 January 2025 for items 2-139 will be adjusted upward by 1.71% based on the contract prices of 15 May 2024 to 30 September 2024.

Annex I

Exhibit 2B

Formula =	<u>(A) – (B)</u>	x 100 = Percentage of increase or decrease
	B	
Where A =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period from August 2024 to November 2024. i.e. (the index of the respective item for the month of August 2024 + that of September 2024 + that of October 2024 + that of November 2024) / 4	
Where B =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the index of the respective item for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (other Food Products):	<u>(110.73– 110.15)</u>	x 100 = +0.53%
	110.15	

Therefore, the contract prices for the period from 1 February 2025 to 31 May 2025 for items 2-139 will be adjusted upward by 0.53% based on the contract prices of 15 May 2024 to 30 September 2024.

Exhibit 2C

Formula =	<u>(A) – (B)</u>	x 100 = Percentage of increase or decrease
	B	
Where A =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period from December 2024 to March 2025. i.e. (the index of the respective item for the month of December 2024 + that of January 2025 + that of February 2025 + that of March 2025) / 4	
Where B =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the index of the respective item for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (other Food Products):	<u>(113.00– 110.15)</u>	x 100 = +2.59%
	110.15	

Therefore, the contract prices for the period from 1 June 2025 to 30 September 2025 for items 2-139 will be adjusted upward by 2.59% based on the contract prices of 15 May 2024 to 30 September 2024.

Annex I

Exhibit 2D

Formula =	$\frac{(A) - (B)}{B}$	x 100 = Percentage of increase or decrease
Where A =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period from April 2025 to July 2025. i.e. (the index of the respective item for the month of April 2025 + that of May 2025 + that of June 2025 + that of July 2025) / 4	
Where B =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the index of the respective item for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (other Food Products):	$\frac{(112.50 - 110.15)}{110.15}$	x 100 = +2.13%

Therefore, the contract prices for the period from 1 October 2025 to 31 January 2026 for items 2-139 will be adjusted upward by 2.13% based on the contract prices of 15 May 2024 to 30 September 2024.

Exhibit 2E

Formula =	$\frac{(A) - (B)}{B}$	x 100 = Percentage of increase or decrease
Where A =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period from August 2025 to November 2025. i.e. (the index of the respective item for the month of August 2025 + that of September 2025 + that of October 2025 + that of November 2025) / 4	
Where B =	the average index of the respective item in the Food Category of the CPI(A) for the 4-month period before the tender closing date (i.e. December 2023 to March 2024) i.e. (the index of the respective item for the month of December 2023 + that of January 2024 + that of February 2024 + that of March 2024) / 4	
Example (other Food Products):	$\frac{(109.73 - 110.15)}{110.15}$	x 100 = -0.38%

Therefore, the contract prices for the period from 1 February 2026 to 14 May 2026 for items 2-139 will be adjusted downward by 0.38% based on the contract prices of 15 May 2024 to 30 September 2024.

Annex II

Reference Table of Food Product Groups and Corresponding CPI(A) for Items to be Reviewed 4-Monthly

CPI(A) Item No.	CPI(A) Group Description	Quotation Item No.
2	Rice	1
4	Bread, cakes, biscuits and puddings	2 - 4
9	Pork	5
14	Meat, others	6
12	Meat, frozen	7 - 40
15	Fresh vegetables	41 - 104
16	Processed vegetables	105 - 111
17	Fresh fruit	112 - 116
19	Dairy products	117 – 122
20	Egg	123 - 125
21	Odible oils	126 – 127
27	Food, others	128 - 139

<u>Price Review in every 4 months</u>	<u>Announcement of Review Result</u>	<u>Effective Period for Price Adjustment after Each Review</u>
1 st Review	September 2024	1 October 2024 to 31 January 2025
2 nd Review	January 2025	1 February 2025 to 31 May 2025
3 rd Review	May 2025	1 June 2025 to 30 September 2025
4 th Review	September 2025	1 October 2025 to 31 January 2026
5 th Review	January 2026	1 February 2026 to 14 May 2026

PART IV

TENDERER'S SCHEDULES

The Tenderer is required to submit details of its proposals below, including those required under Part II (Tender Subject Matter). If the Tenderer's proposals depart from any term in Part III (Terms and Conditions), the Tenderer should specify below a list of those departures and reference each departure to the appropriate paragraph(s) and part(s) of the Tender and each should be fully explained and discussed, including the effect of the departure.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV

SCHEDULE 1

(Particulars of the Parties, Terms and Deposit)

Part A: Details of the SPHC

Name : Jockey Club Home for Hospice – The Society for the Promotion of Hospice Care
Address : No. 18 A Kung Kok Shan Road, Shatin, New Territories

Part B: Details of the Contractor

Name : _____
Address : _____

Part C: Term

The Contract shall be for the Term as defined in Clause 3 of Part II (Tender Subject Matter).

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 2
(Price Schedule)

Tenderer should note the followings:-

1. Without specific indication, tenderers should quote prices on **2-year contract basis**. All rates are to be fixed throughout the fixed contract term set out in **Part C of Schedule 1 of Part IV**.
2. Please refer to Part II (Tender Subject Matter) together with the **Appendix I and II of Part IV** for the detailed service requirements.
3. The offer will be considered on an **itemize** basis. The SPHC reserves the rights to award the Contract to more than one Tenderer.
4. Delivery Location : The Jockey Club for Hospice (JCHH) at No.18 A Kung Kok Shan Road, Shatin, New Territories
5. Requested Date of Delivery : As specified in the order upon confirmation by SPHC

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
1	金鳳牌, 白米 25 公斤 /包	Pk /包	64						
2	嘉頓, 三文治白方包 #3155, 8 片/包	Pk /包	20						
3	嘉頓, 方麥包 #3019, 8 片/包	Pk /包	20						
4	嘉頓, 圓甜餐包 *獨立包裝, #3089, 10 個 /包	Pk /包	168						
5	新鮮免治豬肉碎, /公斤 (70%瘦肉,30%肥肉)	Kg /公斤	398						
6	鮮鯪魚肉, /公斤	Kg /公斤	132						
7	冰鮮雞, 約1.2 公斤以上, /隻	Each /隻	196						
8	雪藏三黃雞, 1.7-1.8 公斤/隻	Each /隻	120						
9	IMOBUTA, 原味豬肉腸, 150 克 /5 件 /1 包 /30 包 /箱	Pk /包	140						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
10	煙腩片, 2 磅 /包	Pk /包	8						
11	火腿片, 454 克 /包	Pk /包	40						
12	阪膳, 吉列豬扒, 130 克 /10 塊 /包	Pk /包	72						
13	豬肋排骨粒, 約 3.5cm X 3.5cm, 1 公斤 /包	Pk /包	180						
14	梅肉片, /公斤	Kg /公斤	90						
15	雪藏免治豬肉碎, /公斤 (70%瘦肉,30%肥肉)	Kg /公斤	200						
16	四支骨羊架, /公斤	Kg /公斤	240						
17	羊腩, /公斤	Kg /公斤	120						
18	牛腩, 巴西, 原件	Kg /公斤	100						
19	美國原裝牛肋條, 約 1 公斤 /包	Kg /公斤	156						
20	冰鮮澳洲安格斯, 免治牛肉, 1 公斤 /包	Pk /包	30						
21	急凍免治牛肉, 90%瘦肉, 500 克 /包	Pk /包	44						
22	雪花 肥牛 刨片, 2500 克 /包	Pk /包	16						
23	巴西 牛尾, 約 500 克 /包	Kg /公斤	44						
24	免治雞肉, 500 克 /包	Pk /包	146						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
25	巴西雞扒件, 2 公斤 /包	Pk /包	158						
26	巴西 雞全髀, 約 260 克- 280 克 /隻, 15 公斤 /箱	Box /箱	10						
27	日本 食研 炸雞件 (不辣), 1 公斤 /包	Pk /包	20						
28	鵝脾, 2-4, /公斤	Kg /公斤	60						
29	煙鵝胸, 220 克-240 克 /件, 約 1 公斤 /4 件	Kg /公斤	136						
30	紐西蘭 SL Hoki, 原味脆炸魚柳, 100 克 /6 件 /盒	Box /盒	54						
31	日本開邊靖魚柳, 125 克 /件	Pc /件	364						
32	煙三文魚 (切片), 500 克 /包	Pk /包	202						
33	黃立鯧, 400-500 克 /公斤	Kg /公斤	40						
34	(阪膳) 熟蜆肉, 200 /300 隻, 1 公斤/ 包	Pk /包	22						
35	黃蜆肉, /公斤	Kg /公斤	12						
36	急凍墨魚仔, 40 /60 隻, 1 公斤 /包	Pk /包	10						
37	鳳尾蝦, 26 /30, 1 公斤 /包	Pk /包	140						
38	有頭花虎大蝦, 10/12, 1 公斤 /盒	Box /盒	84						
39	蟹鉗 /爪肉, 菲律賓 /印尼, 可即食, 454 克 /罐	Can /罐	112						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
40	刺身帶子, 2 大 (16/20 隻) 1 公斤 / 盒	Box / 盒	4						
41	四季豆, / 包	Pk / 包	390						
42	蜜糖豆, / 公斤	Kg / 公斤	60						
43	毛豆肉, / 公斤	Kg / 公斤	24						
44	粟米仔, / 包	Pk / 包	70						
45	刺青瓜 (肋瓜), / 公斤	Kg / 公斤	76						
46	脆肉瓜, / 公斤	Kg / 公斤	20						
47	茄 子, / 公斤	Kg / 公斤	148						
48	涼 瓜, / 公斤	Kg / 公斤	58						
49	美國西芹, / 公斤	Kg / 公斤	72						
50	車厘茄, / 公斤	Kg / 公斤	74						
51	青圓椒, / 個	Each / 個	12						
52	黃圓椒, / 個	Each / 個	12						
53	紅圓椒, / 個	Each / 個	12						
54	紅尖椒, / 公斤	Kg / 公斤	66						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
55	鮮冬菇, /公斤	Kg /公斤	10						
56	秀珍菇, /公斤	Kg /公斤	4						
57	雞腿菇, /公斤	Kg /公斤	4						
58	蘑菇, /公斤	Kg /公斤	20						
59	草菇, /公斤	Kg /公斤	126						
60	莧菜, /公斤	Kg /公斤	96						
61	菠菜, /公斤	Kg /公斤	96						
62	枸杞, /公斤	Kg /公斤	48						
63	西洋菜, /公斤	Kg /公斤	24						
64	大白菜, /公斤	Kg /公斤	40						
65	菜心苗, /公斤	Kg /公斤	10						
66	菜 心, /公斤	Kg /公斤	746						
67	西生菜, /公斤	Kg /公斤	604						
68	西蘭花, /公斤	Kg /公斤	132						
69	韭 菜, /公斤	Kg /公斤	14						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
70	椰 菜 /公斤	Kg /公斤	160						
71	椰菜花 /公斤	Kg /公斤	10						
72	福建椰菜花 /公斤	Kg /公斤	116						
73	旺 菜 /公斤	Kg /公斤	472						
74	紹 菜 /公斤	Kg /公斤	42						
75	娃娃菜 /包	Pk /包	458						
76	山東蕃茄 /公斤	Kg /公斤	1570						
77	白薯仔 /公斤	Kg /公斤	238						
78	黃肉蕃薯 /公斤	Kg /公斤	68						
79	美國去皮洋蔥 /公斤	Kg /公斤	390						
80	蔥 肉 /公斤	Kg /公斤	126						
81	乾蔥肉 /公斤	Kg /公斤	38						
82	有皮薑 /公斤	Kg /公斤	96						
83	蒜 肉 /公斤	Kg /公斤	32						
84	蒜 頭 /公斤	Kg /公斤	28						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
85	芫 荽 /公斤	Kg /公斤	38						
86	指天椒 /公斤	Kg /公斤	4						
87	銀 芽 /公斤	Kg /公斤	120						
88	韭 黃 /公斤	Kg /公斤	66						
89	南 瓜 /公斤	Kg /公斤	708						
90	甘 筍 /公斤	Kg /公斤	736						
91	青蘿蔔 /公斤	Kg /公斤	176						
92	白蘿蔔 /公斤	Kg /公斤	68						
93	粟 米 /枝	Pc /枝	766						
94	蓮 藕 /公斤	Kg /公斤	244						
95	冬 瓜 /公斤	Kg /公斤	494						
96	老黃瓜 /公斤	Kg /公斤	232						
97	紅木瓜 /公斤	Kg /公斤	408						
98	合掌瓜 /公斤	Kg /公斤	356						
99	毛 瓜 /公斤	Kg /公斤	326						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
100	馬蹄肉(去皮), /公斤	Kg /公斤	10						
101	粉葛, /公斤	Kg /公斤	240						
102	牛蒡, /公斤	Kg /公斤	120						
103	芋頭, /公斤	Kg /公斤	16						
104	淮山, /公斤	Kg /公斤	126						
105	日本食研, 炸薯餅 (蔬菜) 70 克 /10 個 /包	Pk /包	40						
106	烤焗甜薯, 50 粒 /500 克 /包	Pk /包	20						
107	地捫, 粟米粒, 380 克 /盒	Box /盒	24						
108	雪菜粒, 1000 克 /罐	Can /罐	14						
109	正盛, 橄欖菜, 300 克 /樽	Bot /樽	34						
110	天龍牌, 蘑菇片, 850 克 /罐	Can /罐	158						
111	烏江涪陵榨菜, 80 克 X30 /包	Pk /包	140						
112	富士蘋果(64), /個	Each /個	1654						
113	甜 橙, /個	Each /個	60						
114	雪 梨, /個	Each /個	548						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
115	青 檸 /個	Each /個	124						
116	檸 檬 /個	Each /個	538						
117	卡夫, 芝士片, 12"s /Pk	Pk /包	20						
118	MOZZARELLA, 2Kg /Pk, 芝士碎, 2Kg /包	Pk /包	14						
119	忌廉芝士, 1.8 公斤 /件	Pc /件	2						
120	銀寶牛油 (無鹽), 200g*20Pc /箱	Pc /件	112						
121	"保利" 澳洲全脂牛奶, 1 公升 /盒	Box /盒	84						
122	子母, 原味牛奶, 淨含量 110ml X4 盒 X12 包 /箱	Box /箱	102						
123	雞蛋(B) 約45g - 55g, 30 隻 /托	Each /個	21222						
124	鹹蛋, /隻	Each /個	242						
125	皮蛋, /隻	Each /個	300						
126	特級初榨橄欖油, 5 公升 /樽	Bot /樽	6						
127	萬歲, 粟米油, 3.5 公升 /樽	Bot /樽	228						
128	地捫, 忌廉粟米茸, 380 克 /盒	Box /盒	742						
129	B&F, 葵花籽油吞拿魚, 185 克 /罐	Can /罐	20						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
130	百福豆腐, 350 克 /盒	Box /盒	1028						
131	布包豆腐, /件	Pc /件	40						
132	素 鴨, /包	Pk /包	40						
133	素 雞, /包	Pk /包	40						
134	豆 卜, /公斤	Kg /公斤	34						
135	炸麵筋, /公斤	Kg /公斤	40						
136	炸腐竹(濕), /公斤	Kg /公斤	44						
137	順德魚腐, /公斤	Kg /公斤	36						
138	公仔點心, 蝦肉燒賣, 135 克 /包	Pk /包	280						
139	"好味牌" 珍珠雞 75 克 X 6 個 /包	Pk /包	98						
140	天鵝牌, 星洲炒米粉, 500 克 /包 X60 包 /Box	Pk /包	168						
141	炒麵餅, /公斤	Kg /公斤	22						
142	大伊麵, 10 個 /包	Pk /包	42						
143	意大利有機意粉, 500 克 /包	Pk /包	360						
144	日本, 冷凍拉麵, 200 克 /5 件 /4 包 / 盒	Pk /包	84						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
145	噹噹, 烏冬麵, 200gX60 /包	Box /箱	6						
146	日清, 特選薄力小麥粉, 1Kg /包	Pk /包	78						
147	豐富牌, 高質淨麵粉, 800 克 /盒	Box /盒	26						
148	桂格, 即食燕麥片, 800 克 /罐	Can /罐	58						
149	名仕, 咖啡 (即沖), 200 克/樽	Bot /樽	8						
150	立頓, 黃牌精選紅茶, 120 包/盒	Box /盒	10						
151	陸羽, 茉莉香片, 25 包/盒	Box /盒	10						
152	陸羽, 普洱, 25 包/盒	Box /盒	2						
153	陸羽, 鐵觀音, 25 包 /盒	Box /盒	4						
154	太古, 蔗片糖, 400g /包	Pk /包	16						
155	太古, 黃冰糖, 350 克 /盒	Box /盒	40						
156	韓國, 白砂糖, 30 公斤 /包	Pk /包	2						
157	上白糖, 1 公斤 /包	Pk /包	50						
158	千花聚, 幼鹽, 454 克 /包	Pk /包	280						
159	千花聚, 粗鹽, 454 克 /包	Pk /包	60						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
160	香草蒜鹽, 3 安士 / 樽	Bot / 樽	6						
161	太古, 小鹽包, 1 克 / 包 X400 小包 / 包	Pk / 包	20						
162	ROQUETTE, 粟米粉 25 公斤 / 包	Pk / 包	2						
163	美極, 鮮醬油, 200 毫升 / 樽	Bot / 樽	10						
164	意大利黑松露菌醬, 500 克 / 樽	Bot / 樽	2						
165	天龍牌, 蕃茄醬, 3000 克 / 罐	Can / 罐	26						
166	李錦記, 辣豆瓣醬, 240 克 / 樽	Bot / 樽	134						
167	享氏, 白醋, 946 毫升 / 樽	Bot / 樽	20						
168	花雕酒, 640 毫升 / 樽	Bot / 樽	44						
169	珠江橋牌雙蒸酒, 560 毫升 / 樽	Bot / 樽	40						
170	老抽, 500 毫升 / 樽	Bot / 樽	20						
171	生抽, 500 毫升 / 樽	Bot / 樽	14						
172	魚露, 750 毫升 / 樽	Bot / 樽	12						
173	餐紅酒 (煮食用), 750 毫升 / 支	Bot / 樽	60						
174	地捫, 茄汁, 680 克 / 樽	Bot / 樽	166						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
175	卡夫, 奇妙醬, 30 安士 /Bot	Bot /樽	8						
176	陽江, 薑豉, 500 克 /盒	Box /盒	42						
177	快達牌椰醬, 400 毫升 /罐	Can /罐	70						
178	白芝麻, /公斤	Kg /公斤	4						
179	白胡椒粉, 1000 克 /包	Pk /包	6						
180	日本 炸蒜片, 500 克 /包	Pk /包	4						
181	日本櫻花蝦乾, 500 克 /包	Pk /包	6						
182	食研, 香濃豬扒汁, 2 公斤 /樽	Bot /樽	2						
183	食研, 山賊燒汁 (黑椒汁), 2 公斤 /樽	Bot /樽	16						
184	食研, 照燒汁, 2 公斤 /樽	Bot /樽	12						
185	食研, 濃縮烏冬湯 (濃縮鯉魚香味), 2 公斤 /樽	Bot /樽	14						
186	食研, 井飯汁, 2 公斤 /樽	Bot /樽	6						
187	食研, 芝麻醬汁, 1L /樽	Bot /樽	20						
188	日清, 純正麻油, 1,5 公升 /樽	Bot /樽	14						
189	外買豉油包, 500 小包 /包	Pk /包	4						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
190	日本, 味噌湯包 (即沖), 8 克 /100 小包 /包	Pk /包	22						
191	天龍牌, 菠蘿粒, 836 克 /罐	Can /罐	182						
192	獨立杯裝蘋果蓉, 72'個 /箱	Box /箱	84						
193	龍口, 粉絲, 250 克 /包	Pk /包	62						
194	Ligo, 鮮茄汁焗豆, 420 克 /罐	Can /罐	214						
195	蜂巢, 百花蜜, 340 克 /樽	Bot /樽	12						
196	純正麥芽糖, 500 克 /樽	Bot /樽	12						
197	紅腰豆, 410 克 /罐	Can /罐	48						
198	西米, /公斤	Kg /公斤	2						
199	紅豆, /公斤	Kg /公斤	10						
200	黃豆, /公斤	Kg /公斤	16						
201	綠豆, /公斤	Kg /公斤	6						
202	花生肉, /公斤	Kg /公斤	36						
203	眉豆, /公斤	Kg /公斤	34						
204	南北杏, /公斤	Kg /公斤	8						

<u>序號</u> <u>Item</u> <u>No.</u>	<u>描述</u> <u>Description</u>	<u>單位</u> <u>Unit of</u> <u>Measure</u>	<u>估計 2 年</u> <u>總訂購量</u> <u>Estimated</u> <u>Quantity</u> <u>for 2 years</u>	<u>實價</u> <u>Unit Price</u> <u>(HK\$)</u>	<u>總額</u> <u>Total Amount</u> <u>(HK\$)</u>	<u>品牌</u> <u>Brand</u> <u>Offered</u>	<u>產地</u> <u>Country</u> <u>of Origin</u>	<u>包裝</u> <u>單位</u> <u>Packing</u> <u>Size</u> <u>Offered</u>	<u>送貨期-</u> <u>天數</u> <u>Delivery</u> <u>Lead</u> <u>Time in</u> <u>Days</u>
205	雲耳, /公斤	Kg /公斤	8						
206	雪耳, /公斤	Kg /公斤	16						
207	去核紅棗, /公斤	Kg /公斤	12						
208	杞子, /公斤	Kg /公斤	2						
209	蜜棗, /公斤	Kg /公斤	56						
210	佳能, 牛油紙, 5 米 /盒	Box /盒	68						
211	日本吸水绵纸, 300 片, 2 卷/包	Pk /包	4						
211	日本食用, 消毒噴霧, 1 公升 /支	Bot /樽	6						
212	Plastic wrap, "保鮮紙" FILM 912SC, 600Mx38CM /盒	Box /盒	30						
213	Plastic wrap, "保鮮紙" FILM 914SC, 600Mx45CM /盒	Box /盒	40						
Total Amount :									

Person Authorized to Sign Tender

Name of Tenderer: _____

Name : _____

Authorized Signature: _____

Tenderer's Chop: _____

Position Held: _____

E-mail Address: _____

Date: _____

Tel. No.: _____

Fax No.: _____

PART IV
SCHEDULE 3
(Payment Discount)

Tenderers are requested to indicate in the space provided below what discount they would allow on the offered prices for prompt payment.

- (a) 14 clear working days from date of receipt of invoice or from date of acceptance of Goods, whichever is the later: _____% discount.
- (b) 28 clear working days from date of receipt of invoice or from date of acceptance of Goods, whichever is the later: _____% discount.

Tenderers are requested to insert the word “NIL” in the space provided above if they do not offer any payment discount.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 4

(Statement of Compliance and Certificate of Non-Collusion)

1. Statement of Compliance

Tenderers shall provide without any omission the following information in respect of their offer.

- () I/we confirm that the food products offered comply with the required specifications or quality standards.
- () Transportation vehicles suitable for the delivery of frozen/pre-process food items are available.
- () I/we confirm that relevant licence, permit, health certificate, test report issued by local authority for relevant food items will be submitted, free of all costs, to the SPHC for checking upon request.
- () I/we accept Clause 22 Liquidated Damages, under Part II Tender Subject Matter .

Note: Please do not leave blank and insert either (✓) or (N/A = Not applicable)

2. Validity Period

Our/My offer remains valid for a period of _____ days from the Tender Closing Date.

(According to **Clause 5 of Part I**, the Tenderer undertakes and agrees that its offer shall remain open for not less than 180 days.)

3. Certificate of Non-Collusion

I/We certify that this is a bona fide tender, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangements with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the date of notification of acceptance of this Tender any of the following acts:

- (a) Communicate to any person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- (b) Enter into agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted.
- (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed Tender any act or thing of the sort described above.

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART IV
SCHEDULE 4

(Statement of Compliance and Certificate of Non-Collusion)

In this certificate, the work “person” includes any person and any body or association, corporation or unincorporated, and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

I/We expressly acknowledge and agree that, without prejudice to any other rights of the SPHC, if this certification is in anyway incorrect, or becomes incorrect prior to the award of this Tender, the SPHC may:

- (i) Disqualify my/our Tender from consideration;
- (ii) Withdraw any confirmation of award of tender already made, without penalty or liability;
- (iii) Disqualify me/us, our holding company and subsidiaries from participation in any future tenders issued by the SPHC for such period as the SPHC may in its entire discretion consider appropriate;
- (iv) Take such other actions, including reporting me/us to the government or regulatory authorities in Hong Kong or elsewhere, as the SPHC considers appropriate.

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART V
OFFER TO BE BOUND

If the Tenderer is a firm (that is, it operators either as a sole proprietorship or a partnership and holds a business registration certificate issued by the Business Registration Office), please complete and sign Part A below:

Part A

1. The Tenderer hereinafter mentioned hereby agrees to supply and/or perform the Tender Subject Matter to the SPHC subject to and in accordance with the Tender.
2. The Tenderer certifies that the following particulars are correct:
 - (a) The number of the Tenderer's Business Registration Certificate is _____.
 - (b) The date of expiry of the Tenderer's Business Registration Certificate is _____.
3. [If the Tenderer is a partnership] The undersigned is/are partner(s) in the Tenderer and am/are duly authorized to bind the Tenderer and the partners therein for the time being by my/our signature.
4. [If the Tenderer is a partnership] This Tender is submitted on behalf of myself/ourselves and the Tenderer and the other partners thereof namely (state names and residential addresses of all other partners):

5. In the event of any queries relating to the Tenderer's offer please contact the Tenderer as follows:

Tel. No. _____

Fax. No. _____

Contact Person _____

Name of Tenderer: _____

Business Address: _____

Signature(s) : _____

(Name)
(Address)

: _____

(Name)
(Address)

Date : _____

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART V
OFFER TO BE BOUND

If the Tenderer is a limited company (that is, it holds a business registration certificate issued by to Business Registration Office and a certificate of incorporation issued by the Companies Registry), please complete and sign Part B below:

Part B

1. The Tenderer hereinafter mentioned hereby agrees to supply and/or perform the Tender Subject Matter to the SPHC subject to and in accordance with the Tender.
2. The Tenderer certifies that the following particulars are correct:
 - (a) The number of the Tenderer's Business Registration Certificate is _____ .
 - (b) The date of expiry of the Tenderer's Business Registration Certificate is _____ .
 - (c) The number of the Tenderer's Certificate of Incorporation is _____ .
 - (d) The date of incorporation of the Tenderer is _____ .
3. The undersigned director(s) is/are duly authorized to bind the Tenderer by my/our signature.
4. The Tender is submitted with the full authority of and on behalf of the Tenderer.
5. In the event of any queries relating to the Tenderer's offer please contact the Tenderer as follows:

Tel. No. _____

Fax. No. _____

Contact Person _____

Name of Tenderer: _____

Business Address: _____

Signature(s) : _____
(Name) (Position in Tenderer)
(Address)

: _____
(Name) (Position in Tenderer)
(Address)

Date : _____

Person Authorized to Sign Tender

Name of Tenderer:	_____	Name :	_____	Authorized Signature:	_____
Tenderer's Chop:	_____	Position Held:	_____	E-mail Address:	_____
Date:	_____	Tel. No.:	_____	Fax No.:	_____

PART VI
MEMORANDUM OF ACCEPTANCE
(to be filled by JCHH/SPHC)

On behalf of the SPHC, I _____
(name and position of officer)

accept your offer upon the terms of this Contract so far as such offer relates to the following item(s) in the schedule:

.....
.....
.....
.....

Dated this day of

Signed by the said:]	in the presence of:]
.....]]	
.....]]	
<i>(name and designation of officer)</i>]	<i>(name and designation of officer)]</i>	

PART VII

NOTICE FOR SUBMISSION OF TENDERS

(In addition to Clause 16 - Part I Terms of Tender of Tender Form JCHH(G)231A,
please read this notice before you provide any Personal Data to us)

The Society for the Promotion of Hospice Care (SPHC) is a non-profit making organization in Hong Kong advocating holistic and quality care for people with life-limiting illnesses and their families. The Jockey Club Home for Hospice (JCHH) is the provision of family-oriented hospice care. Our staff members may ask you to provide your Personal Data for purposes related to evaluation of your tender/offer of tender contract.

If you wish to require access to and/or correction of your Personal Data, you may do so under Personal Data (Privacy) Ordinance. For request(s) relating to SPHC, please fax your request / enquiry to the responsible officer of Procurement and Stocks Control Section at fax no. **2336 2776**.

PART VIII

NO OFFER REPLY SLIP FOR TENDER INVITATION

- ♦ Vendors who do not intend to make offer to this tender/ quotation invitation should complete and return this “No Offer Reply Slip” before the closing date and time as specified below;
- ♦ Information provided will be updated for reference in future tender/ quotation exercise;
- ♦ Failure to do so may lead to deletion from the vendor list maintained by the SPHC

The Society for the Promotion of Hospice Care (SPHC),
Chairman of Quotation Opening Committee
Fax: 2336 2776 (for NO OFFER REPLY)

Tender Details

Tender for	Provision of Food Products for The Society for the Promotion of Hospice Care (SPHC)
Tender ref :	JCHH/T/MT/003/23
Closing date & time :	10 April 2024 at 12:00 noon (Hong Kong Time)

With reference to the above Tender invitation, I confirm that I have received the relevant documents.
(Please tick against the box where applicable)

- ☐ The required item(s) is/are * temporarily out of supply/ out of the range of our supply range.
We are selling: _____
- ☐ The required tender/ Tender specifications cannot be met. Following mandatory clauses of tender
/Tender specifications cannot be met. i.e. Clauses _____
- ☐ The delivery date of goods/ service job cannot be met. The production lead time of the first delivery is
_____ weeks.
- ☐ The requirement of product presentation cannot be met.
- ☐ The scale of the required quantity is too *huge/ small to be met.
- ☐ The product *has not been/ will not be marketed in Hong Kong.
- ☐ The *actual sales pack/ mock-up sample is not available.
- ☐ The manufacturer is unable to secure a stable supply.
- ☐ The selling price is not competitive.
- ☐ Others (please specify)

_____	(Signature)
_____	(Name in Block Letters)
_____	(Post Title)
_____	(Name of Company)
_____	(Date)
_____	(Company stamp)