

Tender Document

「民青局國際青年交流資助計劃」資助項目
「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」

for

**Hong Kong Chu Hai College,
80 Castle Peak Road, Castle Peak Bay,
Tuen Mun, Hong Kong**

Hong Kong Chu Hai College Limited

1 Sept 2025

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SECTION ONE: INFORMATION TO TENDERERS

1.1. Preambles

The purpose and intent of this “Information to Tenderers” is to facilitate the tenderers to submit tender for providing 「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」 from **14 December 2025 to 22 December 2025**.

The tender document consists of:

- 1) Information to Tenderers;
- 2) Tender Overview and Scope of Services;
- 3) Technical Requirements and Evaluation Criteria;
- 4) Agreement of 「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」
- 5) Terms and Conditions of Agreement

The tenderer shall check the number of pages of all the documents attached. Should there be any missing or indistinct pages, the tenderer shall inform the Employer at once and have the same rectified.

Should the tenderer for whatsoever reason be in doubt as to the precise meaning of any description or item, clarification shall be made for correct meaning before the closing time for tender submission.

1.2. Tender Inquires

Any inquiries from tenderers concerning this tender shall be directed to the HKCHC and attention to fo@chuhai.edu.hk.

1.3. Tender Closing Date

All tenders must be submitted complete, entire and in the required to HKCHC not later than **10:00 a.m. on 3 October 2025**. Tenders received after the closing time will NOT be accepted.

Please note that the closing time and date shall automatically be deferred to 3:00 pm on the next earliest possible working day if Tropical Cyclone Warning Signal No. 8 or above is hoisted or Black Rainstorm Warning is announced by the Government before and remains hoisted beyond the closing time. However, the closing time and date will remain unchanged should the Tropical Cyclone Warning Signal No. 8 or above or Black Rainstorm Warning be lowered or withdrawn two hours or more before the specified closing time.

Should a tenderer discover a genuine error in the tender after it has been deposited, written amendment submitted on or before the closing time of the tender submission may be accepted.

1.4. **Delivery of Tenders**

One set of original and 1 set of copy must be submitted by hand, courier delivery or registered mail. One set should be marked “Original” and the other two sets marked “Copy”. In the event of any discrepancy between the copies, the “original” one will be taken as the true Tender.

The tender is to be submitted in a sealed envelope labeled **“Tender for 「民青局國際青年交流資助計劃」資助項目「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」 - HYAB Croatia International Exchange Trip for 30 youngsters and 3 staff”** and “Private & Confidential” and be addressed to the following:

Company	Hong Kong Chu Hai College Limited
Address	E701, 7/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong
Contact	Finance Office
Tender Box Location	Registrar’s Office, 1/F, Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

1.5. **Confidentiality Provision**

The terms of this tender and all other information provided by us in connection with this initiative are to be treated by your company as strictly confidential and proprietary. Such materials are to be used by your company solely for the purpose of responding to this tender. Access to this information shall not be granted to third parties except on prior written consent of HKCHC and upon the written agreement of the intended recipient to treat the same as confidential. We may request at any time that any of our material be returned or destroyed at our election.

1.6. **This Tender is NOT an Offer to Agreement**

This tender is not an offer to agreement, nor should it be construed as such. It is a definition of specific requirements of HKCHC and an invitation to recipients to submit a responsive proposal addressing such requirements. The Company reserves the right to make no selection and enter into no agreement as a result of this tender. Only the execution of a written agreement between the Company and a Tenderer will obligate the Company in accordance with the terms and conditions contained in such agreement.

1.7. **Your Response to this Tender Constitutes an Offer to do Business**

It should be understood that your responsive to this tender constitutes an offer to do business on the terms stated in your proposal and should an agreement be awarded to you, the Company may, at its option, incorporate all or any part of your proposal to this tender in the agreement. The Company reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer after Tender Closing Date.

1.8. Rights Of Hong Kong Chu Hai College Limited

The Company reserves the right to reject all proposals, to accept one which is not at the lowest cost or one which provides a lesser or larger range of services than indicated in this tender.

The Company is not bound to give any explanation or reason for the rejection of any of the proposals or for the award or non-award of the agreement to any or none of the tenderers.

1.9. Incurred Expenses & Property Rights

This tender does not commit or obligate the Company to pay any expenses incurred by you in the preparation of your proposal. All such expenses are solely at the risk of the tenderer. By submitting your tender, you agree that all proposals to this tender shall become the property of the Company.

1.10. Non-Use of Hong Kong Chu Hai College Name

You shall not use the names, trademarks, or proprietary indicate of HKCHC nor its parent corporation, subsidiaries or affiliates as a reference, or in any advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without prior written consent from the Company.

1.11. Media Release

In addition to obligations under your existing confidentiality agreement with the Company, you will not make (or cause to be made) any public announcement relating to this tender or the Company evaluation process, and shall not otherwise publicize, confirm the existence of or comment on this tender in any manner, without the express written consent of the Company.

1.12. Gifts or Payments

Tenderers shall not offer, agree to give or give any gift or consideration of any kind to any employee or representative of the Company or its affiliated enterprises as an inducement or reward for any act, including, without limitation, refraining from an act and showing favour or disfavour to any person or entity, in relation to the evaluation and consideration of this proposal or award of this or any other agreement by HKCHC.

SECTION TWO: TENDER OVERVIEW AND SCOPE OF SERVICES

Tender Overview

Funded by the Home and Youth Affairs Bureau 民青局，these tender aims to select a reliable travel agency or service provider to organize a comprehensive Arts and Cultural exchange trip to Croatia for 3 staff and 30 youngsters. The trip is intended to be an educational and cultural experience, allowing youngsters to explore and exchange Croatia's history, architecture, natural beauty, and local arts and culture.

The travel period is expected to be 9 days, starting from **14 December 2025 and ending on 22 December 2025**, both days inclusive.

Scope of Services

2.1. Follow our Itinerary

- 2.1.1 A detailed itinerary that includes visits to major cultural and historical sites such as Dubrovnik Old Town, Plitvice Lakes National Park, Diocletian's Palace in Split, and the ancient city of Zadar is prepared (please refer to attachment). Please stick to the itinerary if possible. If there're any other better alternatives, please list and explicit for our consideration.
- 2.1.2 As per our itinerary, please incorporate artistic, cultural, and educational elements as listed in the itinerary, such as guided tours led by local guides/educators, and visits to local universities or cultural institutions to promote cross - cultural learning.
- 2.1.3 Allocate sufficient free time for students to explore independently and interact with locals.

2.2. Transportation

- 2.2.1 Arrange for all transportation during the 9-day trip, including international flights from Hong Kong to Croatia Zagreb, and return from Zagreb to Hong Kong, as well as domestic transportation (e.g., flight, coach, train or ferry) to move between different destinations within Croatia.

The coach should preferably accommodate 45 people.

- 2.2.2 Ensure that all transportation options are safe, comfortable, and suitable for the group size. For international flights, consider user-friendly airlines with appropriate baggage allowances. Prefer direct flights, if possible, please also provide alternative transit flights if cheaper for our consideration.

2.3. Accommodation

- 2.3.1 Source and book suitable accommodation for the 30 youngsters and 3 staff group. Accommodation should be clean, safe, and located in convenient areas close to major destinations as listed in our itinerary. Prefer to 3 stars or equivalent. Options could include hostels, budget hotels, or student dormitories that can provide group - friendly rates. For the 3 staff, please provide single room, and double rooms with 2 single beds for those 30 youngsters.
- 2.3.2 Please provide details on the type of rooms (e.g., shared or single rooms), amenities available, and the overall quality of the accommodation.

2.4 Meals

- 2.4.1 Plan and provide meals for the 33 ppl throughout the trip. This may include breakfast, lunch, and dinner. Consider catering to different dietary requirements (such as vegetarian, vegan, or food allergies) and offer a variety of local and international cuisines to enhance the cultural experience.

2.5 Safety and Insurance

- 2.5.1 Develop a comprehensive safety plan that includes emergency contact information, first - aid arrangements, and safety briefings for the students before and during the trip.
- 2.5.2 Provide travel insurance coverage for all students that includes medical emergencies, trip cancellations, and lost luggage.

2.6 Local Guides and Support

- 2.6.1 Hire professional local guides who are fluent in English and have in - depth knowledge of Croatia's history, arts & culture, and attractions.
- 2.6.2 Ensure that there is on - site support throughout the trip, including a dedicated point of contact for any issues or emergencies that may arise.

SECTION THREE: TECHNICAL REQUIREMENTS AND EVALUATION CRITERIA

Technical Requirements

The travel agency should have a proven track record in organizing educational trips for academic groups in Croatia, preferably with experience in international academic and cultural exchange in Croatia.

Have the necessary licenses, permits, and accreditations required to operate as a travel service provider in the relevant countries.

Evaluation Criteria

3.1 Cost (60%)

3.1.1 The total cost of the trip, including all services mentioned above, should be competitive and within a reasonable budget range. The tender should clearly itemize all costs, such as transportation, accommodation, meals, tickets and guide fees.

3.1.2 Consideration will be given to cost - saving measures and value - for - money offers.

3.2 Experience and historical projects of the bidder (20%)

3.2.1 The travel agent should process a strong track record in organizing cultural, academic or educational exchange and visit to Croatia, preferably with references from previous clients.

3.3 Scope of Service- Partnerships and Networking (10%)

3.3.1 The travel agent should have established relationships with institutions in Croatia, which can facilitate smoother arrangements and better service and support of listed academic and cultural exchange activities.

3.4 Stick to our Itinerary (10%)

3.4.1 Should stick to and follow our planned itinerary, which has been endorsed by the HYAB and meet the learning objectives.

3.4.2 Should adhere to our requirements for transportation, accommodation, meals, safety and insurance and local guides and support.

3.4.3 Interactions with Croatia local citizens, company, universities, organisation will be highly regarded.

The following evaluation system is applicable to all bids:

Criteria	Percentage
- Price	60%
- Experience and historical projects of the bidder	20%
- Scope of Service	10%
- Stick to our Itinerary	10%
Total	100%

SECTION FOUR: AGREEMENT OF 「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」

This agreement is entered into on the date set forth in Part 4 hereto (the “Effective Date”), by and between the party set forth in Part 2 hereto (the “Purchaser”) and the party set forth in Part 3 hereto (the “Vendor”) in the following Property according to the Terms and Conditions mentioned hereinafter:

Part 1 – Type of Agreement

「文化橋樑：一帶一路克羅地亞文化藝術交流之旅」

Part 2 – The Purchaser

Hong Kong Chu Hai College Limited, a company with a principal place of business at Hong Kong Chu Hai College, 80 Castle Peak Road, Castle Peak Bay, Tuen Mun, New Territories, Hong Kong

Part 3 – The Vendor

Company Name : _____
Contact Person : _____
Contact No. : _____
Business Registration Certificate No. : _____
BR Date of Expiry : _____
Registered Address : _____

Part 4 – Agreement Period (Effective Date)

Nine (9) days commencing from **14 December 2025 to 22 December 2025** (Both dates inclusive)

Part 5 – Services Charges

The brief description given hereunder is to be read in conjunction with the whole Tender and Agreement document.

Item	Description of item	Insured Value	Price
1.		HK\$	HK\$
2.		HK\$	HK\$
3.		HK\$	HK\$
4.		HK\$	HK\$
5.		HK\$	HK\$
6.		HK\$	HK\$
7.		HK\$	HK\$
Total Contract Sum			<u>HK\$</u>

Part 6 – Payment Term

The Vendor shall submit to the Company (“Hong Kong Chu Hai College Limited”) an original invoice upon order confirmation. The settlement of payment will only be proceeded by the Company upon the receipt of the original invoice.

Signed with company chop by

[Name: _____]

[Title: _____]

for and on behalf of the Vendor:

[_____
_____]

Signed with company chop by

[Name: _____]

[Title: _____]

for and on behalf of the Purchaser:

Hong Kong Chu Hai College Limited

Duly authorized person

Date: _____

Duly authorized person

Date: _____

SECTION FIVE: TERMS AND CONDITIONS

In consideration of the mutual promises in the Agreement including these Terms and Conditions (“this Agreement”), the Vendor and the Purchaser agree as follows:

1 Confidential Information

- 1.1 Neither Party shall disclose to any third party any Confidential Information of the other Party, or use the other Party’s Confidential Information except in the proper performance of its obligations under this Agreement (or, in the case of Purchaser, its use of the Services performed under this Agreement). “Confidential Information” means any information which relates in any way whatsoever to any research, development, trade secrets, customers, technology, systems, proprietary products or business affairs of a Party, but does not include information which (a) is at the time of its disclosure publicly known; or (b) was rightfully known by the receiving Party at the time of disclosure; or (c) is lawfully received from a third party not bound by any confidentiality obligations to the owner of such Confidential Information. Each Party will share the other Party’s Confidential Information on a “need to know” basis, and must give its personnel (including but not limited to employees, officers, agents and contractors) notice of the confidentiality obligations in this Agreement and the requirement to be bound by them. If there is a breach or threatened breach of this Section, remedies at law may be inadequate and the injured Party will have the right, without proof of special damages (in addition to its other legal rights) to seek an injunction or other equitable relief to enforce this Section.
- 1.2 Vendor may only disclose Purchaser’s Confidential Information to the Vendor’s Personnel who are directly involved in the provision of the Services and who need to know the information. Vendor shall ensure that such Vendor’s Personnel are aware of, and comply with, the confidentiality obligations in this Agreement.
- 1.3 Vendor shall not, and shall procure that Vendor’s Personnel do not, use any of Purchaser’s Confidential Information received otherwise than for the purposes of this Agreement.
- 1.4 Vendor shall notify Purchaser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Section 16 by Vendor, and shall cooperate with Purchaser in every reasonable way to help Purchaser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- 1.5 Upon the expiry or termination of this Agreement or at Purchaser’s request, whichever is the earlier, Vendor shall forthwith return to Purchaser (or at Purchaser’s option, destroy and certify the destruction of) all originals, copies, reproductions, notes, summaries and extracts of, containing or relating to Confidential Information which are in Vendor’s possession, custody or control.

1.6 All Confidential Information are and shall remain the property of Purchaser. By disclosing Confidential Information to Vendor, Purchaser does not grant any express or implied right to Vendor to or under any of Purchaser's patents, copyrights, design rights, trademarks, trade secrets or other intellectual property or other proprietary rights.

1.7 The provisions of this Clause 1 shall survive the expiry or termination of this Agreement.

2 Publicity

Vendor must not use the name, trademarks, service marks, logos, domain names, Web sites, or any other identifiers of Purchaser or any of Purchaser's Affiliates in any way without prior written approval of Purchaser.

3 Entire Agreement

This Agreement is the entire agreement between the Parties with respect to the subject matter of this Agreement. The appendix and schedules attached to or referred to in this Agreement are incorporated by reference. If there is a conflict between these Terms and Conditions and any Schedule, the provisions of these Terms and Conditions (as they may be amended by mutual agreement of the Parties) will prevail. No change or amendment to this Agreement will be valid unless it is in writing and signed by an authorized representative of both Parties.

4 Governing Law

This Agreement shall be construed in accordance with the laws of Hong Kong and both Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

5 Time is of the Essence

Vendor acknowledges that time is of the essence with respect to the performance of its obligations hereunder.

6 No Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any part of this Agreement or to enforce any right under this Agreement shall not be construed as a waiver or a relinquishment of such Party's right to assert or rely upon such provision or any other provision of this Agreement.

7 Counterparts and Electronic Signatures

This Agreement, and all agreements executed hereunder, may be executed in counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement. The counterparts of this Agreement and any agreement executed hereunder may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

8 Compliance with laws

- 8.1 The Parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for Vendor or Purchaser.
- 8.2 Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from Vendor or Purchaser, the Parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.
- 8.3 Should either Party become aware of a possible violation of Section 8.1 and/or 8.2, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such Party will give representatives designated by the other Party immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and other person(s) the other Party may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation the other Party may conduct.

9 Exclusion of Rights

Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of this Agreement. This does not affect any right or remedy of such third party which exists or is available apart from that Ordinance.

10 Disputes

This agreement and the rights and obligations of the parties hereunder shall be governed by the construed in all respects in accordance with the laws of Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong Courts.

End