

Project Administration Handbook for Civil Engineering Works
2020 Edition

AMENDMENT NO. 1/2021

CHAPTER 5 **CONTRACT DOCUMENTS**

PARAGRAPH 2 **CONDITIONS OF TENDER**

- (a) Para. 2.1 **Add the reference “and SDEV’s memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020” under the heading.**

Delete “completed,” after “fully” in the third paragraph.

PARAGRAPH 3 **FORM OF TENDER AND SCHEDULE OF PROPORTIONS**

- (b) Para. 3.1 **Add the reference “Ref.: SDEV’s memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020” under the heading.**

Add “For capital works contracts using NEC form, please refer to the above mentioned SDEV’s memo for the updated Form of Tender.” after “PAH Chapter 8.” in the first paragraph.

PARAGRAPH 6 **SPECIFICATION**

- (c) Para. 6.2 **Add the following item (xlx) after item (xlix):**

(xlx) For the request for inspection and/or survey check (RISC) system, reference should be made to SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020.

PARAGRAPH 9 **SPECIAL TOPICS**

- (d) Para. 9.31 **Delete “7.8.2020 and” after “28.3.2019,” and add “and 4.12.2020” after “11.8.2020” under the heading.**

Add “to be invited on or after 1 January 2021” after “maintenance works contracts” and replace “7.8.2020 and 11.8.2020” “with “4.12.2020” in the third paragraph.

- (e) Para. 9.33 **Replace “memos” with “memo” and replace “28.3.2019 and 7.8.2020” with “4.12.2020” in the sixth paragraph.**

PARAGRAPH 12 REFERENCES

- (f) **Delete the following reference:**

SDEV’s memo ref. () in DEVB(W) 510/94/02 dated 7.8.2020	Standard Declaration Form for Subcontractor Management Plan (SMP)
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Add the following references:

SDEV’s memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020	Updating of Standard Form of Tender and GCT 4 (Sub-clause (1)(a)(i))
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SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020	Particular Specification (“PS”) Clause on Request for Inspection and/or Survey Check
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SDEV’s memo ref. () in DEVB(W) 510/94/02 dated 4.12.2020	Addition of “Plastering” as One of the Designated Trades under the Registered Specialist Trade Contractors Scheme of the Construction Industry Council
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APPENDICES

- (g) Appendix 5.1 **Replace the content with that given in Annex A to this Amendment.**

- (h) Appendix 5.6 **Replace “28.3.2019 and 11.8.2020” with “4.12.2020” under the heading.**

Add “#” after “[x]”.

Add the following paragraph after the last paragraph of item (10)¹(a).

[“Plastering” means the trade of “plastering” under the RSTCS as promulgated by the Construction Industry Council from time to time.]⁸

Replace “sub-contractor(s)” with “a sub-contractor”

in the first paragraph of item (10)¹(b).

Add “[, except Plastering,]⁸” after “under a trade” in 1st paragraph of item (10)¹(b)(iii) and (10)¹(c)(iv)(iii).

Add “Internal” before “Notes:” after the last paragraph.

Add “# Insert appropriate reference.” after “Internal Notes:”

Replace the Internal Notes No. 2 as follow:

2. Upon the launch of the RSTCS by the CIC on 1 April 2019, seven trades, viz. – (1) Concreting; (2) Concreting Formwork; (3) Curtain Wall; (4) Demolition; (5) Erection of Concrete Precast Component; (6) Reinforcement Bar Fixing; and (7) Scaffolding are included under the Register of Specialist Trade Contractors. With effect from 1 January 2021, a new trade, i.e. (8) Plastering, will be added to the Register of Specialist Trade Contractors.

Add the Internal Notes No. 8 as follow:

8. The words in square brackets should be deleted for contracts for which tenders will be invited on or after 1 January 2022, i.e. the tender limits of Group 1 and Group 2 should be observed for all trades including Plastering. (SDEV’s memo ref. DEVB(W) 510/94/02 dated 4.12.2020 refers)

(i) Appendix 5.19

Add “Maintenance Engineer/Supervising Officer/” after “Engineer/” in items (5)(a), (5)(b), (5)(c) and (6).

Replace “Construction Trades” with “Trades” and “Voluntary Sub-contractor Registration Scheme” with “Registered Specialist Trade Contractors Scheme” in the second paragraph of item (7).

Replace “Sub-contractor Registration Scheme” with “Registered Specialist Trade Contractors Scheme” in the third paragraph of item (7).

(j) Appendix 5.20

Replace the appendix with that given in Annex B to this Amendment.

(k) Appendix 5.22

Add “#” after “[x]”.

Delete “and [xx]” after “[x]#” in the first paragraph.

Add “**Internal Notes:**” after the last paragraph.

Replace “**Please insert**” with “**Insert**” after “**Internal Notes:**”.

(l) Appendix 5.23

Add “**#**” after “[**x**]”.

Add the following after item (7)^(h):

Internal Notes:

Insert appropriate reference

Add the following after the last paragraph of the SCC of “**Guidelines on Scope and Contents of Sub-contractor Management Plan**” and “**Guidelines on Scope and Contents of Sub-contractor Management Plan**”.

Internal Notes:

Insert appropriate reference

Add “**Appendix [x][#] to SCC[x][#]” before the heading of “**Standard Declaration Form by the Contractor on Compliance with Provisions in Sub-contractor Management Plan**”.**

Replace “**Architect / Supervising Officer / Maintenance Surveyor / Engineer**” with “**Engineer / Maintenance Engineer / Supervising Officer / Maintenance Surveyor**” and add “**Internal Notes:**” after item (b) in the “**Standard Declaration Form by the Contractor on Compliance with Provisions in Sub-contractor Management Plan**”.

Replace the content of “**Table 1 – Particulars of Sub-contractors⁽¹⁾” with that given in Annex C to this Amendment.**

CHAPTER 7

CONTRACT MANAGEMENT

PARAGRAPH 5

RECORDS

(m) Para 5.13

Add the reference “(Ref.: SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020)” **under the heading.**

Add the following as the first paragraph:

At present, the PS clause that governs the requests for inspection and/or survey check (RISC) system varies with different works contracts. To ensure consistency, a standard PS clause on RISC system for incorporating into the contract documents has been prepared by the SDEV under Annex A (for GCC contracts) and Annex B (for NEC contracts) of by the SDEV under SDEV's memo ref. DEVB(W) 510/70/03 dated 13.11.2020. The PS clause shall be adopted for works contracts with tender invitation to be made on or after 1 December 2020. For tenders invited/to be invited before this date, procuring departments may adopt the clause as appropriate.

Replace “Appendix 7.9” with “Appendix 7.82A (for GCC contracts) and Appendix 7.82B (for NEC contracts)” and “Countersigning by the resident engineer may be required for critical items” with “For critical items, hold points, witness points, interfacing works or works to be covered-up, countersigned by the resident engineer or above rank.” in the second paragraph.

PARAGRAPH 21 MISCELLANEOUS

(n) Para 21.14.3

Replace the reference “Subsumed from SDEV’s memos ref. () in DEVB(W) 510/94/02 dated 7.8.2020 and 11.8.2020” with “Subsumed from SDEV’s memos ref. () in DEVB(W) 510/94/02 dated 11.8.2020 and 4.12.2020” under the heading.

Add “and Addition of “Plastering” as One of the Designated Trades” after “Engagement of Subcontractors Registered” to the sub-heading “Engagement of Subcontractors Registered under the RSTCS”.

Replace “11.8.2020” with “4.12.2020” in the third and the last paragraph.

Add the following before the last paragraph.

With the inclusion of the “Plastering” trade as one of the designated trades under the RSTCS starting from 1 January 2021, the suite of NTT, SCC and ACC mentioned above has been further updated. The latest set of NTT, SCC, ACC, as well as, the appendices to SCC and ACC can be found at Annex A of the above memo dated 4.12.2020. This set of updated tender documents shall be adopted for tenders to be invited on or after 1 January 2021. Same as the earlier arrangement for other designated trades, a one-year grace period will be allowed for those larger

“Plastering” subcontractors to be admitted to Group 2. As such, the requirement to engage Group 2 “Plastering” subcontractors when the tender limit of Group 1 is exceeded shall be adopted for tenders to be invited on or after 1 January 2022 (the “full implementation date”). In other words, no tender limit in respect of the engagement of “Plastering” subcontractors under RSTCS will be imposed on tenders to be invited prior to the full implementation date.

PARAGRAPH 6 REFERENCES

(o) **Delete the following reference:**

SDEV’s memo ref. () in DEVB(W) 510/94/02 dated 7.8.2020	Standard Declaration Form for Subcontractor Management Plan (SMP)
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Add the following references:

SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020	Particular Specification (“PS”) Clause on Request for Inspection and/or Survey Check
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SDEV’s memo ref. () in DEVB(W) 510/94/02 dated 4.12.2020	Addition of “Plastering” as One of the Designated Trades under the Registered Specialist Trade Contractors Scheme of the Construction Industry Council
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APPENDICES

- (p) Appendix 7.9 **Replace the appendix with that given in Annex D to this Amendment.**
- (q) Appendix 7.39 **Replace “Appendix 7.9” with “Appendix 7.82A (for GCC contracts) or Appendix 7.82B (for NEC contracts)” in item C.27 of Annex B.**
- (r) Appendix 7.82A **Add the new appendix given in Annex E to this Amendment.**
- (s) Appendix 7.82B **Add the new appendix given in Annex F to this Amendment.**

CHAPTER 8**TERM CONTRACT WORKS****PARAGRAPH 5****TERM CONTRACTS**

(t) Para 5.1

Add the reference “(SDEV’s memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020)” under the heading.

Add “Since failure to provide certain information in the Form of Tender does not necessarily render a tender invalid and it depends on the nature of information that is found missing, SDEV’s memo ref. DEVB(W) 546/83/01 dated 11.11.2020 promulgates updates to Form of Tender and GCT 4(1)(a)(i) for term contracts.” after “Works Groups of departments”, replace “Appendix 8.1” with “Appendix 8.3A (for GCC form) and Appendix 8.3B (for NEC form)” and replace “The PE should review and modify in accordance with the nature of the Works, individual department’s internal instructions and guidelines and contract advisors’ comments as deemed necessary.” with “GCT 4(1)(a)(i) is amended as “(i) The Form of Tender in hard copy format duly signed”. The updated Form of Tender as well as the revised GCT 4(1)(a)(i) shall be adopted for tenders to be invited on or after 1 December 2020.” in the sixth paragraph.

PARAGRAPH 6**REFERENCES**

(u)

Add the following reference:

SDEV’s memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020	Updating of Standard Form of Tender and GCT 4 (Sub-clause (1)(a)(i))
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APPENDICES

(v) Appendix 8.1

Replace the appendix with that given in Annex G to this Amendment.

(w) Appendix 8.3A

Add the new appendix given in Annex H to this Amendment.

(x) Appendix 8.3B

Add the new appendix given in Annex I to this Amendment.

**Quality Management & Standards Unit
Civil Engineering and Development Department
29 January 2021**

APPENDIX 5.1**FORM OF TENDER**

(Subsumed from ETWB TCW No. 56/2002 and 56/2002A SDEV's memo ref. () in DEVB(W) 546/83/01 dated 11.11.2020)

{Internal Remark: For Capital Works Contracts using GCC form (excluding Design and Build Contracts)}

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

[INSERT PROCURING DEPARTMENT]

**CONTRACT NO. [INSERT CONTRACT NO.]
[INSERT CONTRACT TITLE]**

FORM OF TENDER**NOTES :**

- (1) The Appendix forms part of the Contract.
- (2) If the tenderer is a limited company (including incorporated joint venture), insert the information in the spaces provided at Form of Tender – P.3.
- (3) If the tenderer is an unincorporated joint venture, insert the information in the spaces provided at Form of Tender – P.4 to P.5.
- (4) If the tenderer is a sole proprietorship or a partnership, insert the information in the spaces provided at Form of Tender – P.6.
- (5) In all cases, insert the number(s) and the expiry date(s) of the business registration certificate(s) here¹:

Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____
Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____

{Internal Remark: Please update the following for submission to a tender board other than the Central Tender Board}

To : The Chairman,
Central Tender Board,
Lobby of the Public Entrance on the Ground Floor,
East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

¹ If the tenderer is a partnership or an unincorporated joint venture, provide the required information of all partners or all participants of the unincorporated joint venture.

FORM OF TENDER – P.2

1. Having inspected the Site, examined the Drawings, General Conditions of Contract and Special Conditions of Contract (hereinafter referred to as "the said Conditions"), Specification and Bills of Quantities for the execution of the Works as defined in the Contract, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the said Conditions, Drawings, Specification and Bills of Quantities for the _____ sum of _____ Dollars _____ [HK\$ _____] or such sum as may be ascertained in accordance with the said Conditions, Drawings, Specification and Bills of Quantities.

{Internal Remark: Paragraph 2 may be deleted if a security is not required}

2. [If my/our Tender is accepted I/we will when required
- #(a) deposit with the Director of Accounting Services, the Government of the Hong Kong Special Administrative Region, as security for the due performance of the Contract a sum of \$_____, such deposited sum to be returned to me/us in accordance with the said Conditions.
- #(b) with the approval of the Employer obtain the guarantee of a Bank or Insurance Company [to be approved by the Employer] to be jointly and severally bound with me/us in a sum of \$_____ for the due performance of the Contract under the terms of a Bond in accordance with the said Conditions.]

NOTE: Tenderer to delete either clause 2(a) or 2(b).

3. I/We agree to abide by this Tender for the period of [90 days]² from the date, or the extended date if this has been extended, of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
4. Unless and until the Articles of Agreement is prepared and executed, this Tender together with the written acceptance thereof by the Employer subject to the provisions of [clause 3]³ hereof shall constitute a binding contract between us.
5. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall score.

² Information to be inserted by the Project Office (normally 90 days).

³ Modify as appropriate.

FORM OF TENDER – P.3

NOTE: To be inserted in case the tenderer is a limited company

Name _____

Signature _____

in the capacity of

duly authorised to sign tenders for and on behalf of (name of the limited company)

Registered address of the limited company

Name of Witness _____

Signature of Witness _____

Occupation of Witness _____

Address of Witness _____

Date _____

FORM OF TENDER – P.4

NOTE: To be inserted in case the tenderer is an unincorporated joint venture⁴

Name _____

Name _____

Signature _____

Signature _____

in the
capacity of _____

in the capacity
of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated
joint venture)

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture)

Registered address of the participant of the
unincorporated joint venture

Registered address of the participant of the
unincorporated joint venture

Name _____

Name _____

Signature _____

Signature _____

in the
capacity of _____

in the capacity
of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated
joint venture)

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture)

Registered address of the participant of the
unincorporated joint venture

Registered address of the participant of the
unincorporated joint venture

⁴ Insert the information of all participants of the unincorporated joint venture in the spaces provided. In case of more than four participants, insert an additional page following the above format.

FORM OF TENDER – P.5

Trading in Hong Kong with a business name of (the name of the unincorporated joint venture)

Correspondence address of the unincorporated joint venture

Name(s)⁵
of Witness(es) _____

Signature(s) of
Witness(es) _____

Occupation(s)
of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁵ In case more space is required for the information of the witness(es), insert an additional page following the above format.

FORM OF TENDER – P.6

NOTE: To be inserted if the tenderer is a sole proprietorship or a partnership⁶

Name _____ Name _____

Signature _____ Signature _____

Residential address⁷ _____ Residential address⁷ _____

Name _____ Name _____

Signature _____ Signature _____

Residential address⁷ _____ Residential address⁷ _____

Trading in Hong Kong with a business name of (the name of the sole proprietorship or the partnership)

Correspondence address of the sole proprietorship or the partnership

Name(s)⁸
of Witness(es) _____

Signature(s) of
Witness(es) _____

Occupation(s) _____

⁶ Insert the information of the sole proprietor or all partners of the partnership in the spaces provided. In case of more than four partners, insert an additional page following the above format.

⁷ In case a partner of the partnership is a body corporate, its registered address shall be provided instead.

⁸ In case more space is required for the information of the witness(es), insert an additional page following the above format.

of Witness(es)

Address(es)

of Witness(es)

Date

FORM OF TENDER – P.7

{Internal Remarks: This “Form of Tender – P.7” may be deleted if a security is not required.}

To be inserted by the Engineer before the signing of the Articles of Agreement:

Security Deposit (if any) Receipt No. _____

Amount _____

Date _____

APPENDIX TO FORM OF TENDER – P. 1**General Conditions of Contract for @Civil Engineering Works, 1999 Edition***{Internal Remark @: Modify as appropriate depending on the type of GCC form adopted}*Clause No.

- 1(1) Maintenance Period months
 *[Maintenance Period for the Works, except Establishment Works, Aftercare to Old and Valuable Trees and preservation and protection to existing trees (Section xx) months]
 Maintenance Period for Establishment Works months
¹[Maintenance Period for preservation and protection to existing trees (Section xx) months]
¹[Maintenance Period for Aftercare to Old and Valuable Trees² months]
- 2(1)(b) Actions of the Engineer[#] subject to the Employer's right of objection and direction

The Engineer[#] is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering any variation to the Works or taking any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK\$800,000. This requirement shall not be applicable where the variation order or other action is considered by the Engineer[#] to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.

The Engineer[#] may, subject to any prior contrary instructions given by the Employer to the Engineer[#], order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 54) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK\$800,000.

³[The Engineer[#] is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before permitting the Contractor to introduce an extra tier of sub-contracting in accordance with sub-clause (5) of SCC[X⁵.]

*[The *Engineer[#] is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before issuing instruction on implementation of the Section Subject to Excision as defined in sub-clause (1) of SCC [X⁶.]

⁷[The *Engineer[#] is required under the terms of his appointment⁴ by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before approving alternative disposal grounds proposed by the Contractor in accordance with sub-clause (3) of PS[X⁸]

*{Internal Remark:**# Modify as appropriate depending on the type of GCC form adopted - the Engineer / Surveyor / Supervising Officer.}*

- *12 Amount of bond or cash security (if required) \$

APPENDIX TO FORM OF TENDER – P. 2

47	Time after acceptance of Tender within which the date for commencement of the Works shall occur days
49	Time for completion of the *Works/Section days
52	⁹ Liquidated damages	
	[For use where the Works are not divided into Section]	
	For the Works	HK\$[.....* (Y1 +.... Yn)+.....] ¹⁰ per day
	[For use where the Works are divided into Sections]	
	Section A	HK\$[.... *Y1 +.... *Yn +.... *Y2 +....] ¹⁰ per day
	Section B	HK\$[.... *Y1 +.... *Yn +.... *Y3 +....] ¹⁰ per day
	In the above summary statement of liquidated damages:	
	Y ₁ =	Total sum of Bill No. 1 in the Bills of Quantities
	Y ₂ =	Total sum of Bill No. 2 in the Bills of Quantities
	Y ₃ =	Total sum of Bill No. 3 in the Bills of Quantities
	Y _n =	The value of the Adjustment Item
	(Note: items which do not attract LD's, such as the safety related items, should be taken out)	
79(1)	Percentage of certified value retained per cent
79(1)	Limit of Retention Money	\$
79(2)	Minimum amount of interim certificate	\$
	*[There shall be no minimum amount of interim certificates for the Establishment Works]	

Special Conditions of Contract

Clause No.

*SCC_	Period for Establishment Works months
_		
*SCC_	Time, commencing from and including the date for commencement of the Works notified by the Engineer in accordance with GCC Clause 47, within which the Section Subject to Excision may be ordered days
_		
*SCC_	Minimum amount of third party insurance	\$
_		
*SCC_	Minimum amount of liquidated damages for the *Works/Sections	\$ per day
_		
*SCC_	Sum ¹¹ payable to the Employer in the event that Old and Valuable Tree No. ___ dies or becomes moribund	\$
_		
*SCC_	Period for Aftercare to Old and Valuable Trees (*Tree/Trees No. ___) ² months
_		

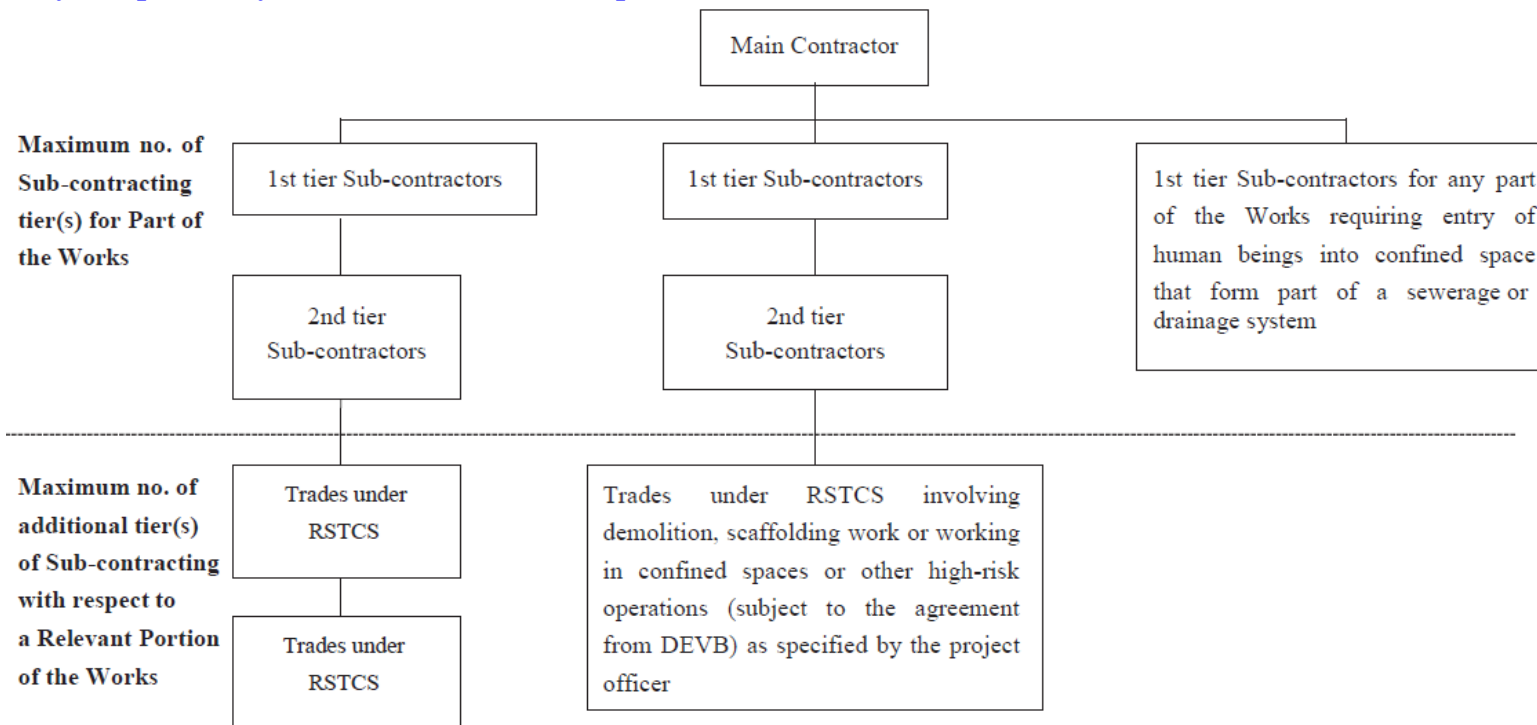
{Internal Remark: The following are internal notes for APPENDIX TO FORM OF TENDER}

* Delete or modify as appropriate

1. Use when a separate Section of the Works (Section xx) is given for preservation and protection to existing trees. The scope of Section xx is described in the Particular Specification.
2. The Period for Aftercare to Old and Valuable Trees together with its subsequent Maintenance Period should preferably end on the same date as the Maintenance Period for the Works, or if there is more than one Maintenance Period, on the same date as the last Maintenance Period.
3. This paragraph is applicable to all public works contracts. Please refer to SDEV's memos ref. (01TC9-01-5) in DEVB(W) 510/17/01 dated 17.7.2008, ref. (01VP5-01-4) in DEVB(W) 510/17/01 dated 11.11.2008 ref. (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010, and ref. DEVB(W) 510/94/02 dated 28.3.2019 and 11.8.2020.
4. Where the Engineer / Surveyor / Supervising Officer is a consultant, works departments should take steps to ensure that the constraint is stipulated in the relevant consultancy agreement.
5. To insert relevant clause number for the SCC clause on Limiting the Tiers of Sub-contracting.
6. To insert relevant clause number of the SCC clause on Section Subject to Excision.
7. This paragraph is applicable to all public works contracts, including capital works contracts and term contracts. Please refer to the revised trip ticket system as promulgated in DEVB TCW No. 6/2010.
8. To insert relevant clause number for the PS clause on Trip Ticket System.
9. Refer to ETWB TCW No. 4/2003 for guidance to include appropriate provisions in the Appendix to the Form of Tender where there is no minimum LD's and where there is minimum LD's.
10. Choose from either (a) or (b) below an appropriate footnote depending on whether or not there is minimum LD's for the Works/Sections and, where the works involve excavation requiring the application of excavation permits, add footnote (c):
 - (a) Where there is no minimum LD's
"The value of the formula within the square brackets shall be taken as zero for the purpose of computation of the daily rate of liquidated damages if and when the sum is worked out to be a negative value by substituting Y1, ...Yn with its corresponding value in the priced Bills of Quantities."
 - (b) Where there is minimum LD's
"The value of the formula within the square brackets shall be taken as HK\$ [the minimum amount of LD's for the Works or, as the case may be, the relevant Section] per day for the purpose of computation of the daily rate of liquidated damages if and when the sum is worked out to be less than HK\$ [the minimum amount of LD's for the Works or, as the case may be, the relevant Section] per day by substituting each of Y1, ...Yn with its corresponding value in the priced Bills of Quantities."
 - (c) Where application of excavation permit is required
"In computing the above liquidated damages, the Employer has not taken into account the Employer's liability for fees including economic cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in Sections 10A(3) and 10D(4) of the Ordinance."
11. Separate sum shall be applied to each tree if more than one Old and Valuable Tree is involved. The sum for each Old and Valuable Tree shall be the genuine pre-tender estimate of the cost that the Employer has expended in nurturing, preservation, protection and maintenance of that particular tree.

APPENDIX 5.20 ILLUSTRATION DIAGRAM ON MAXIMUM NUMBER OF TIERS OF SUB-CONTRACTING ALLOWED
(Shall not be attached in contract documents)

This page should only be updated by Works Branch of Development Bureau.



Notes:

1. Details of “Registered Specialist Trade Contractors Scheme” (RSTCS) are given in SDEV’s memo ref. DEVB(W)510/94/02 dated 28 March 2019.
2. Where the main contractor is to sub-let part of the Works to the 1st or 2nd tier sub-contractors involving trades available under the Register of the RSTCS, the sub-contractors shall be registered under the relevant trades in the Register of the RSTCS.
3. An extra tier of sub-contracting for a part of the Works or a Relevant Portion may be allowed subject to the approval of the Engineer, Maintenance Engineer, Supervising Officer or Maintenance Surveyor.

Table 1 - Particulars of Sub-contracts⁽¹⁾

No.	Contract No.	Contract Title	Contract Sum (\$)	Contact Point	Company Name of Sub-contractor	Commencement Date	Program	No. of Tier	Form of Sub-contractor	Type ⁽²⁾ (RSTC or RS)	Trade ⁽³⁾	Specialty ⁽⁴⁾ (NA for RSTC)	Registration No.	Expiry Date	Value ⁽⁵⁾	Grouping ⁽⁶⁾ (1, 2 or NA)
e.g.	CV/XXXXXX	Construction of XXX	100,000,000	Mr. XXX, E/XX	ABC Company Ltd.	1-10-2020	9 months	1	labour, plant & material	RSTC	Concrete Formwork	NA	XXXXXX	31-3-2022	E	1
	CV/XXXXXX	Construction of XXX	100,000,000	Mr. XXX, E/XX	123 Company Ltd.	1-10-2020	12 months	2	labour & plant	RS	Fire Services, Installation	Fire services, pipe work	XXXXXX	31-3-2022	D	NA
1																
2																

Notes:

- (1) Apart from the above information, the Contractor shall provide additional information and supporting document upon requested
- (2) RSTC refers to the Registered Specialist Trade Contractors under the Registered Specialist Trade Contractors Scheme (RSTCS) of the Construction Industry Council (CIC). RS refers to the Registered Sub-contractors under the RSTCS.
- (3) One row for one particular trade or specialty. Sub-contract with multiple trades or specialties shall be reported individually in several rows. For details of the classification of trade and specialty, please refer to the website of the RSTCS at www.rstc.cic.hk managed by the CIC. RSTCS covers 8 designated trade groups, viz. (1) Concrete, (2) Concreting Formwork, (3) Curtain Wall, (4) Demolition, (5) Erection of Concrete Precast Component, (6) Reinforcement Bar Fixing, (7) Scaffolding, and (8) Plastering.
- (4) One value for one particular trade group and specialty. The ranges of Value A to G are shown below:
 A: Value < \$1M
 B: \$1M ≤ Value < \$3M
 C: \$3M ≤ Value < \$6M
 D: \$6M ≤ Value < \$15M
 E: \$15M ≤ Value < \$30M
 F: \$30M ≤ Value < \$60M
 G: Value ≥ \$60M
- (5) Group 1 and Group 2 refer to the tender limits set by CIC for the 8 designated trades mentioned in (3) above, which are only applicable to RSTC. For details of the tender limits, please refer to the website of the RSTCS at www.rstc.cic.hk managed by the CIC.

Internal Note:

[#] Insert appropriate reference

APPENDIX 7.9 NOT USED

APPENDIX 7.82A STANDARD REQUEST FOR INSPECTION AND/OR SURVEY CHECK FORM (FOR GCC CONTRACTS)

(Ref.: SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020)

*[Internal Notes: 1. Not applicable to ArchSD’s contracts which would adopt in-house Request for Inspection Forms.
2. [^ Project offices to choose the appropriate term.]*

Contract No. _____ Request No. _____ Rev. _____ #

To the [Engineer / Maintenance Engineer]^,

(1) Works to be inspected and/or surveyed:	Date & time for inspection and/or survey check:
(2) Location of works:	
(3) Works proposed after acceptance of (1):	
(4) Drawings, sketches, specifications, record forms for specific works (e.g. pile driving) enclosed:	
(5) Remarks (if this is a re-submission, rectification works carried out since last inspection and/or survey check shall be stated):	

Submitted on behalf of the Contractor:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Received and filled by the [Engineer / Maintenance Engineer]^’s Representative:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Inspection and/or survey check assigned to inspection and/or surveying officer with details below:

Full name: _____ Designation: _____

Received and filled in by the inspection and/or surveying officer:

Works outlined in (1) above [have / have not]* been inspected and/or surveyed [on _____ at _____]@. Permission to carry out the works proposed in (3) above is [given / not given]* for the following reason(s):

Non-conformities recorded: _____

Recurrence of non-conformities: [Yes / No / NA]*

Rectification works required: _____

This in no way limits or alters the Contractor’s obligations under the Contract. Form is returned to the Contractor at time stated below.

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Countersigned by the supervisor of the inspection and/or surveying officer. For critical items, hold points, witness points, interfacing works or works to be covered-up, countersigned by the resident engineer or above rank:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Received on behalf of the Contractor by:

Full name: _____

Signed: _____

Designation: _____

Date and time: _____

Remarks: []# Insert one character from A to Z, for re-submission.

[]* Delete where inappropriate.

[]@ Fill in the date and time or delete if not inspected and/or surveyed.

c.c. with enclosures: interfacing parties (if applicable)

APPENDIX 7.82B STANDARD REQUEST FOR INSPECTION AND/OR SURVEY CHECK FORM (FOR NEC CONTRACTS)

(Ref.: SDEV’s memo ref. () in DEVB(W) 510/70/03 dated 13.11.2020)

*[Internal Notes: 1. Not applicable to ArchSD’s contracts which would adopt in-house Request for Inspection Forms.
2. []^ Project offices to choose the appropriate term.]*

Contract No. _____ Request No. _____ Rev. _____ #

To the [Supervisor / Service Manager]^,

(1) [works / service]^ to be inspected and/or surveyed:	Date & time for inspection and/or survey check:
(2) Location of [works / service]^:	
(3) [works / service]^ proposed after acceptance of (1):	
(4) Drawings, sketches, specifications, record forms for specific [works / service]^ (e.g. pile driving) enclosed:	
(5) Remarks (if this is a re-submission, rectification works carried out since last inspection and/or survey check shall be stated):	

Submitted on behalf of the *Contractor*:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Received and filled by the [Supervisor’s Representative / Service Manager’s Delegate]^:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Inspection and/or survey check assigned to inspection and/or surveying officer with details below:

Full name: _____ Designation: _____

Received and filled in by the inspection and/or surveying officer:

[works / service]^ outlined in (1) above [have / have not]^* been inspected and/or surveyed [on _____ at _____]@. Permission to carry out the [works / service]^ proposed in (3) above is [given / not given]^* for the following reason(s):

Non-conformities recorded: _____

Recurrence of non-conformities: [Yes / No / NA]^*

Rectification works required: _____

This in no way limits or alters the *Contractor*’s obligations under the contract. Form is returned to the *Contractor* at time stated below.

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Countersigned by the supervisor of the inspection and/or surveying officer. For critical items, hold points, witness points, interfacing works or [works / service]^ to be covered-up, countersigned by the resident engineer or above rank:

Full name: _____ Signed: _____
 Designation: _____ Date and time: _____

Received on behalf of the *Contractor* by:

Full name: _____

Signed: _____

Designation: _____

Date and time: _____

Remarks: []# Insert one character from A to Z, for re-submission.

[]* Delete where inappropriate.

[]@ Fill in the date and time or delete if not inspected and/or surveyed.

c.c. with enclosures: interfacing parties (if applicable)

APPENDIX 8.1 NOT USED

**APPENDIX 8.3A AN EXAMPLE OF A FORM OF TENDER FOR A TERM
CONTRACT USING GCC FORM****THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION****(name of department)****CONTRACT NO. (contract number)****(contract title)****FORM OF TENDER**

NOTES :

- (1) The Appendix forms part of the Contract.
- (2) If the tenderer is a limited company (including incorporated joint venture), insert the information in the spaces provided at Form of Tender – P.3.
- (3) If the tenderer is an unincorporated joint venture, insert the information in the spaces provided at Form of Tender – P.4 to P.5.
- (4) If the tenderer is a sole proprietorship or a partnership, insert the information in the spaces provided at Form of Tender – P.6.
- (5) In all cases, insert the number(s) and the expiry date(s) of the business registration certificate(s) here¹:

Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____
Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____

²To: The Chairman,
Central Tender Board,
Lobby of the Public Entrance on the Ground Floor,
East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar,
Hong Kong

¹ If the tenderer is a partnership or an unincorporated joint venture, provide the required information of all partners or all participants of the unincorporated joint venture.

² Please update for submission to a tender board other than the Central Tender Board

FORM OF TENDER - P. 2

1. Having inspected the Contract Area, examined the General Conditions of Contract and Special Conditions of Contract (hereinafter referred to as "the said Conditions"), Drawings, Specification and Schedule of Rates for the execution of the above-named Works, I/we offer to provide such articles and to perform such services for the maintaining, repairing and constructing of such works as may from time to time be demanded and in conformity with the said Conditions, Drawings, and Specification at the rates given in the Schedule of Rates, subject to such adjustments as stated in the Contract, for a Contract Period of xxx days³.

⁴2. If my/our Tender is accepted I/we will when required

#(a) deposit with the Director of Accounting Services, the Government of the Hong Kong Special Administrative Region, as security for the due performance of the Contract a sum of \$_____, such deposited sum to be returned to me/us in accordance with the said Conditions.

#(b) with the approval of the Employer obtain the guarantee of a Bank or Insurance Company [to be approved by the Employer] to be jointly and severally bound with me/us in a sum of \$_____ for the due performance of the Contract under the terms of a Bond in accordance with the said Conditions.

#: Tenderer to delete either clause 2(a) or 2(b)

3. I/We agree to abide by this Tender for the period of xxx⁵ days from the date, or the extended date if this has been extended, of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

4. Unless and until the Articles of Agreement is prepared and executed, this Tender together with the written acceptance thereof by the Employer subject to the provisions of clause 3⁶ hereof shall constitute a binding contract between us.

5. I/We understand that the Employer reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall score.

³ Contract Period may be measured in days or months, since different departments may have different practices.

⁴ Paragraph 2 may be deleted if a security is not required

⁵ Normally 90 days. Seek advice as appropriate.

⁶ Modify as appropriate.

FORM OF TENDER - P. 3

(To be inserted in case the tenderer is a limited company)

Name _____

Signature _____

in the capacity of _____

duly authorised to sign tenders for and on behalf of (name of the limited company)

Registered address of the limited company _____

Name of Witness _____

Signature of Witness _____

Occupation of Witness _____

Address of Witness _____

Date _____

FORM OF TENDER - P. 4

(To be inserted in case the tenderer is an unincorporated joint venture⁷)

Name _____ Name _____

Signature _____ Signature _____

in the capacity of _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____
duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____

Registered address of the participant of the
unincorporated joint venture _____
Registered address of the participant of the
unincorporated joint venture _____

Name _____ Name _____

Signature _____ Signature _____

in the capacity of _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____
duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____

Registered address of the participant of the
unincorporated joint venture _____
Registered address of the participant of the
unincorporated joint venture _____

⁷ Insert the information of all participants of the unincorporated joint venture in the spaces provided. In case of more than four participants, insert an additional page following the above format.

FORM OF TENDER – P.5

Trading in Hong Kong with a business name of (the name of the unincorporated joint venture)

Correspondence address of the unincorporated joint venture

Name(s)⁸
of Witness(es) _____

Signature(s)
of Witness(es) _____

Occupation(s)
of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁸ In case more space is required for the information of the witness(es), insert an additional page following the above format.

FORM OF TENDER – P.6

(To be inserted if the tenderer is a sole proprietorship or a partnership⁹)

Name _____ Name _____

Signature _____ Signature _____

Residential address¹⁰ _____ Residential address¹⁰ _____

Name _____ Name _____

Signature _____ Signature _____

Residential address¹⁰ _____ Residential address¹⁰ _____

Trading in Hong Kong with a business name of (the name of the sole proprietorship or the partnership)

Correspondence address of the sole proprietorship or the partnership

Name(s)¹¹
of Witness(es) _____

Signature(s)
of Witness(es) _____

Occupation(s)
of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁹ Insert the information of the sole proprietor or all partners of the partnership in the spaces provided. In case of more than four partners, insert an additional page following the above format.

¹⁰ In case a partner of the partnership is a body corporate, its registered address shall be provided instead.

¹¹ In case more space is required for the information of the witness(es), insert an additional page following the above format.

FORM OF TENDER – P.7

(This page may be deleted if a security is not required.)

To be inserted by the Engineer before the signing of the Articles of Agreement:

Security Deposit (if any) Receipt No. _____

Amount _____

Date _____

APPENDIX TO FORM OF TENDER – P. 1
SCHEDULE OF CONTRACT PERCENTAGES

This Schedule must be completed in accordance with the notes on the following page and submitted with the Tender.

Section No. of Schedule of Rates (1)	Item No. of Schedule of Rates (2)	Section Percentage (whole number) (%) (3)	Adjustment Percentage (whole number) (%) (4)	Contract Percentage (%) (5)	Weighting Factor (6)	Value for Tender Assessment (%) (7)
SECTION 01	01001 – 01048		*PLUS / MINUS % (Not applicable to Sections 28 and Item 27020)		0.250	
	01049 – 01051				0.015	
SECTION 02	02001 – 02026				0.010	
SECTION 03	03001 – 03013				0.005	
SECTION 04	04001 – 04006				0.010	
SECTION 05	05001 – 05119				0.050	
SECTION 07	07001 – 07030				0.030	
SECTION 08	08001 – 08020				0.005	
SECTION 09	09001 – 09041				0.020	
SECTION 10	10001 – 10021				0.010	
SECTION 11	11001 – 11047				0.010	
SECTION 12	12001 – 12008				0.020	
SECTION 14	14001 – 14005				0.005	
SECTION 16	16001 – 16009				0.005	
SECTION 19	19001 – 19055 19194 – 19213				0.100	
	19056 – 19078				0.100	
	19079 – 19193				0.255	
SECTION 22	22001 – 22009				0.010	
SECTION 24	24001 – 24067				0.020	
	24068 – 24091				0.010	
SECTION 26	26001 – 26030			0.030		
SECTION 27	27001 – 27019			0.008		
	27020	0	0	0	0.002	0
SECTION 28	28001 – 28010	0	0	0	0.020	0
Total					1.000	

* Delete or modify as appropriate

(The item groupings, limits on Contract Percentages and Weighing Factors are given for illustration purposes. The project engineer should review and modify in accordance with the nature of the Works as deemed necessary.)

APPENDIX TO FORM OF TENDER – P. 2
NOTES TO THE SCHEDULE OF CONTRACT PERCENTAGES

- (a) The tenderer shall complete the Schedule of Contract Percentages strictly in accordance with the following notes.
- (b) The tenderer shall complete Section Percentages in column (3) in whole numbers. Section Percentages should lie within the maximum and minimum limits specified. Each Section Percentage shall not be less than a minimum of -20 nor greater than a maximum of +70. If a tenderer has inserted Section Percentages outside the limits stipulated, inserted percentages lower than the minimum limit will be corrected to the minimum limit -20 while inserted percentages higher than the maximum limit will be corrected to the maximum limit +70. If a tenderer has failed to insert any Section Percentage, the Section Percentage will be corrected to zero. Each value (except the value zero) entered shall be preceded with “+” sign to represent positive value or “-” sign to represent negative value. If neither “+” nor “-” is added to a non-zero number, the value shall be corrected as a positive number.
- (c) The tenderer shall insert an Adjustment Percentage in whole number in column (4) and delete the word “PLUS” or “MINUS” whichever is inapplicable. The tenderer shall not precede the entered number with “+” sign or “-” sign. If such “+” or “-” sign is added, it will be disregarded. If a tenderer has failed to insert the Adjustment Percentage or has failed to delete either of the words “PLUS” or “MINUS” marked against the Adjustment Percentage or has deleted both the words “PLUS” and “MINUS” marked against the Adjustment Percentage, the Adjustment Percentage will be ascertained by back calculation using the equation stipulated in Note (d). If the Adjustment Percentage cannot be so determined with certainty, it shall be corrected to zero.
- (d) The tenderer shall calculate the Contract Percentages and insert the values in column (5) using the following formula and rounding to the nearest whole number, e.g. +10.49 shall be rounded down to +10; +10.50 shall be rounded up to +11.

$$\text{Contract Percentage} = \frac{(100 + \frac{\text{The corresponding Section Percentage}}{100}) \times (100 + \text{Adjustment Percentage})}{100} - 100$$

- (e) The tenderer shall complete the values in column (7) which shall be equal to the values in column (5) multiplied by the corresponding values in column (6).
- (f) The Total of Values for Tender Assessment is to be the summation of the values in column (7).
- (g) If a tenderer has inserted any Section Percentage, Adjustment Percentage or Contract Percentage not in whole number, the relevant Section Percentage, Adjustment Percentage or Contract Percentage shall be corrected by rounding to the nearest whole number, e.g. +10.49 shall be rounded down to +10; +10.50 shall be rounded up to +11. If any mistakes are found in the Contract Percentages, Values for Tender Assessment or the Total of the Values for Tender Assessment, correction will be made to these Contract Percentages, Values for Tender Assessment or the Total of the Values for Tender Assessment as the case may be to bring them strictly in accordance with the above notes. If a tenderer has amended the Section Percentage, Adjustment Percentage or Contract Percentage which are fixed values, the amendment(s) will be

disregarded.

- (h) The Section Percentage and Adjustment Percentage applicable to the Schedule of Rates of Section 28 on Site Safety and Item 27020 are fixed at 0% and hence the Contract Percentage for Section 28 is also fixed at 0%. Tenderers shall not amend the Section Percentage, Adjustment Percentage and Contract Percentage for Section 28 and Item 27020.
- (i) The weighting factors given are to be used for tender assessment purpose only, and they do not indicate the extent of the work. The Employer does not give any representation, warranty or guarantee that the weighting factors or any part thereof bears any relation to the actual proportion of any item of work to the Whole of the Works.
- (j)
- $$\text{Contract Rate of an item of work} = \frac{\text{Rate of the item of work in the Schedule of Rates}}{\text{Contract Percentage}} \times (100 + \text{the relevant Contract Percentage})/100$$
- (k) All values in columns (3), (4), (6) and (7) are for tender assessment purpose only.

APPENDIX TO FORM OF TENDER – P. 3**General Conditions of Contract for Term Contracts for Civil Engineering Works (2002 Edition)****Clause No.**

1(1) Contract Period _____ xxx days

1(1) Maintenance Period for:-

(i) Works other than Establishment Works for each Works Order _____ xx months

(ii) Establishment Works for each Works Order _____ x day

2(1)(b) Actions of the Engineer subject to the Employer's right of objection and direction

The Engineer is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering any variation to the Works or taking any other action (including without limitation making an order under Clause 56 of the General Conditions of Contract) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, of a value estimated to exceed HK\$800,000. This requirement shall not be applicable where the variation order or other action is considered by the Engineer to be essential on grounds of safety or other emergency in circumstances when it is impracticable to refer the matter to the Employer beforehand.

The Engineer may, subject to any prior contrary instructions given by the Employer to the Engineer, order variation to the Works in accordance with the provisions of the Contract or take any other action (including without limitation making an order under General Conditions of Contract Clause 56) which may commit the Employer to additional expenditure under the Contract, other than in respect of claims, without the need to obtain confirmation of no objection from the Employer if the value of such order or commitment is estimated not to exceed HK\$800,000.

¹²[The Engineer is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before permitting the Contractor to introduce an extra tier of sub-contracting in accordance with sub-clause (5) of SCC[X¹³.]

¹⁴[The Engineer is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before approving alternative disposal grounds proposed by the Contractor in accordance with sub-clause (3) of PS[X¹⁵.]

¹⁶[The Engineer is required under the terms of his appointment by the Employer to obtain confirmation of no objection from the Employer and, in the event of an objection, to act in accordance with the Employer's direction before ordering landslide-related emergency works under exceptional circumstances in accordance with SCC[X¹⁷.]

¹² Please refer to SDEV's memos ref. (027RU-01-3) in DEVB(W) 510/17/01 dated 16.7.2010, ref. DEVB(W) 510/17/01
Amendment No. 1/2021

APPENDIX TO FORM OF TENDER – P. 4

- *12 Amount of bond or cash security (if required) _____ \$xxx
- 49(1) Mobilisation period, from date of commencement stated in the Works Order
_____ x days unless otherwise stated in the Works Order
- 54(2) Liquidated damages for each Works Order shall be calculated in accordance with the following formula:
- (formula to calculate the liquidated damages to be inserted by the project office) ^{Note 1}
- In computing the above liquidated damages, the Employer has not taken into account the Employer's liability for fees including economic cost under the Land (Miscellaneous Provisions) Ordinance, Cap. 28 ("the Ordinance") for any extension in respect of a permit referred to in sections 10A(3) and 10D(4) of the Ordinance.
- 79(2)(a) Limit of interim payment for any one Works Order _____ xx%
- 79(2)(c) Minimum amount of interim payment for:
- (i) Each Works Order (except Works Order for Establishment Works) _____ \$xxx
- (ii) _ Works Order for Establishment Works only _____ xxxx

Note 1 : The project office shall refer to the guidelines given in ETWB TCW No. 4/2003 for the formula used to calculate the Liquidated damages for each Works Order.

dated 6.9.2013 and ref. DEVB(W) 510/94/02 dated 28.3.2019 and 11.8.2020.

¹³ To insert relevant clause number for the SCC clause on Limiting the Tiers of Sub-contracting.

¹⁴ Please refer to the revised trip ticket system as promulgated in DEVB TCW No. 6/2010.

¹⁵ To insert relevant clause number for the PS clause on Trip Ticket System.

¹⁶ This paragraph is applicable if the SCC clause on "Landslide-related emergency works under exceptional circumstances" is used in this contract.

¹⁷ To insert relevant clause number for the SCC clause on Landslide-related Emergency Works under Exceptional Circumstances.

APPENDIX TO FORM OF TENDER – P. 5**Special Conditions of Contract**

S.C.C. xx Minimum amount of third party insurance _____ \$xxxx

S.C.C. xx Period for Establishment Works _____ xxx months

*The following 2 entries shall be added where the existing trees that are to be preserved and protected include **Old and Valuable Trees** from the register at the website: <http://www.greening.gov.hk/ovt/default.aspx>. Further details on the registration procedures and special protection measures required are given in DEVB TCW No. 5/2020*

SCC xx Sum¹⁸ payable to the Employer in the event that Old and Valuable Tree No. ___ dies or becomes moribund \$ _____SCC xx Period for Aftercare to Old and Valuable Trees (*Tree/Trees No. ___ months
___)¹⁹Maintenance Period for Aftercare to Old and Valuable Trees¹⁹ ___ months

Note : The estimated total expenditure on this Contract is about _____ million dollars. The estimated total expenditure on the Contract is given for information only. The Employer does not give any representation, warranty or guarantee that the actual expenditure on the Contract will not differ, whether substantially or otherwise, from the estimated total expenditure on the Contract

¹⁸ Separate sum shall be applied to each tree if more than one Old and Valuable Tree is involved. The sum for each Old and Valuable Tree shall be the genuine pre-tender estimate of the cost that the Employer has expended in nurturing, preservation, protection and maintenance of that particular tree.

¹⁹ The Period for Aftercare to Old and Valuable Trees together with its subsequent Maintenance Period should preferably end on the same date as the Maintenance Period for the Works, or if there is more than one Maintenance Period, on the same date as the last Maintenance Period.

**APPENDIX 8.3B AN EXAMPLE OF A FORM OF TENDER FOR A TERM
CONTRACT USING NEC FORM****THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION****(name of department)****CONTRACT NO. (contract number)****(contract title)****FORM OF TENDER****NOTES :**

- (6) If the tenderer is a limited company (including incorporated joint venture), insert the information in the spaces provided at Form of Tender – P.3.
- (7) If the tenderer is an unincorporated joint venture, insert the information in the spaces provided at Form of Tender – P.4 to P.5.
- (8) If the tenderer is a sole proprietorship or a partnership, insert the information in the spaces provided at Form of Tender – P.6.
- (9) In all cases, insert the number(s) and the expiry date(s) of the business registration certificate(s) here¹:

Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____
Name:	_____	Name:	_____
Business Registration Number:	_____	Business Registration Number:	_____
Expiry Date:	_____	Expiry Date:	_____

²To : The Chairman,
Central Tender Board,
Lobby of the Public Entrance on the Ground Floor,
East Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar,
Hong Kong

¹ If the tenderer is a partnership or an unincorporated joint venture, provide the required information of all partners or all participants of the unincorporated joint venture.

² Please update for submission to a tender board other than the Central Tender Board

FORM OF TENDER – P.2

1. Having inspected the Site, the Articles of Agreement and all documents referred to in the Articles of Agreement, I/we offer to Provide the Works as may from time to time be instructed and in conformity with the *conditions of contract, additional conditions of contract, Service Information and Price List* [and the technical resources and technical proposals submitted in accordance with Clause GCT 4(1)(d) of the General Conditions of Tender]³ at the rates given in the Price List subject to other adjustments as stated in this contract for a *service period* of xxx⁴.
2. I/We agree to abide by this Tender for the period of xxx days⁵ from the date, or the extended date if this has been extended, of expiry fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
3. Unless and until the Articles of Agreement is prepared and executed, this Tender together with the written acceptance thereof by the *Client/Employer*⁶ subject to the provisions of clause 2 hereof shall constitute a binding contract between us.
4. I/We understand that the *Client/Employer*⁶ reserves the right to negotiate with any tenderer about the term of the offer and is not bound to accept any tender irrespective of whether the tender is the lowest offer or, where the assessment of the tenders is based on a marking scheme or formula approach, the tender is with the highest overall score.

³ Delete the text in square brackets when Formula Approach is adopted for tender evaluation.

⁴ Please insert an appropriate *service period*.

⁵ Information to be inserted by the Project Office (normally 90 days).

⁶ Use “*Employer*” for NEC3 form or use “*Client*” for NEC4 form.

FORM OF TENDER – P.3

(To be inserted in case the tenderer is a limited company)

Name _____

Signature _____

in the capacity of _____

duly authorised to sign tenders for and on behalf of (name of the limited company)

Registered address of the limited company

Name of Witness _____

Signature of Witness _____

Occupation of Witness _____

Address of Witness _____

Date _____

FORM OF TENDER – P.4

(NOTE: To be inserted in case the tenderer is an unincorporated joint venture⁷)

Name _____ Name _____

Signature _____ Signature _____

in the capacity of _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____

Registered address of the participant of the
unincorporated joint venture _____

Name _____ Name _____

Signature _____ Signature _____

in the capacity of _____ in the capacity of _____

duly authorised to sign tenders for and on behalf of
(name of the participant of the unincorporated joint
venture) _____

Registered address of the participant of the
unincorporated joint venture _____

⁷ Insert the information of all participants of the unincorporated joint venture in the spaces provided. In case of more than four participants, insert an additional page following the above format.

FORM OF TENDER – P.5

Trading in Hong Kong with a business name of (the name of the unincorporated joint venture)

Correspondence address of the unincorporated joint venture

Name(s)⁸
of Witness(es) _____

Signature(s)
of Witness(es) _____

Occupation(s)
of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁸ In case more space is required for the information of the witness(es), insert an additional page following the above format.

FORM OF TENDER – P.6

(NOTE: To be inserted if the tenderer is a sole proprietorship or a partnership⁹)

Name _____ Name _____

Signature _____ Signature _____

Residential address¹⁰ _____ Residential address¹⁰ _____

Name _____ Name _____

Signature _____ Signature _____

Residential address¹⁰ _____ Residential address¹⁰ _____

Trading in Hong Kong with a business name of (the name of the sole proprietorship or the partnership)

Correspondence address of the sole proprietorship or the partnership

Name(s)¹¹
of Witness(es) _____

Signature(s)
of Witness(es) _____

Occupation(s)
of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁹ Insert the information of the sole proprietor or all partners of the partnership in the spaces provided. In case of more than four partners, insert an additional page following the above format.

¹⁰ In case a partner of the partnership is a body corporate, its registered address shall be provided instead.

¹¹ In case more space is required for the information of the witness(es), insert an additional page following the above format.

