

*{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 company (including incorporated joint venture), insert insert the information in the spaces provided at Form of Tender – P.3.
- (3) If the tenderer is an unincorporate joint venture, insert the information in the spaces insert the information 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.

Name: _____

Business Registration Number: _____

Expiry Date: _____

Name: _____

Business Registration Number: _____

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

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]¹ 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 and subject to the provisions of [clause 3]² 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.

¹ Information to be inserted by the Project Office (normally 90 days).

² 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 venture³

Name _____

Signature _____

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 _____

Signature _____

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

³ 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)⁴
of Witness(es) _____

Signature(s) of Witness(es) _____

Occupation(s) of Witness(es) _____

Address(es)
of Witness(es) _____

Date _____

⁴ 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 partnership⁵

Name _____

Signature _____

Residential address⁶

Name _____

Signature _____

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)⁷

of Witness(es) _____

Signature(s) of Witness(es) _____

Occupation(s) of Witness(es) _____

Address(es)

of Witness(es) _____

Date _____

⁵ 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.

⁶ In case a partner of the partnership is a body corporate, its registered address shall be provided instead.

⁷ In case more space is required for information of the witness(es), insert an additional page following the above format.

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

*[Maintenance Period for the Works, except Establishment Works, Aftercare to Old and Valuable Trees and preservation and protection to existing trees (Section xx)

Maintenance Period for Establishment Works

¹[Maintenance Period for preservation and protection to existing trees (Section xx)

¹[Maintenance Period for Aftercare to Old and Valuable Trees²

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
- 49 Time for completion of the *Works/Section
- 52 ⁹Liquidated damages
- [For use where the Works are not divided into Section]
For the Works
- [For use where the Works are divided into Sections]
Section A
- Section B
- 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
- 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
- *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
- *SCC__ Minimum amount of third party insurance
- *SCC__ Minimum amount of liquidated damages for the *Works/Sections
- *SCC__ Sum¹¹ 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

{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.