

CONDITIONS OF TENDER

Tender Doc
composition

CONDITIONS OF TENDER

submission
detail

Tender A&B

Tender
A, B.

1. The following is a list of Documents issued for tender purposes:

(a) One copy of a booklet containing the following :-

- (i) Conditions of Tender;
- (ii) Forms of Tender with appendices;
- (iii) Special Conditions of Contract;
- (iv) Specification "A" with appendices;
- (v) Schedule of Rates;
- (vi) Summary of Tender; and
- (vii) Schedule of Drawings

(b) One copy of the drawings as listed in the Schedule of Drawings.

(c) One copy of a CD Rom containing the following :-

- (i) Ground Investigation Reports (for reference only) (Appendix F to Specification 'A')
- (ii) BD Submission Drawings and Approval Letters with Drawings (for reference only) (Appendix C to Specification 'A')
- (iii) Framing Plans (for reference only)
- (iv) Utility Diversion Works Drawings (for reference only)
- (v) Basement Floor Drainage Layout Plans (for reference only)
- (vi) Proposed Demolition Works of 205-211 Hai Tan Street (for reference only) (Appendix D to Specification 'A')
- (vii) Existing Record Plans and Diversion Proposal (for reference only) (Appendix E to Specification 'A')

2. The tender submission shall consist of the tender booklet referred to in 1(a) above with the Form of Tender, Schedule of Rates and Summary of Tender duly completed in the manner stated in Clauses 3 and 11 of these conditions and shall be enclosed in a sealed envelope bearing the Tenderer's name, endorsed "TENDER FOR FOUNDATION WORKS FOR THE PROPOSED URA HAI TAN STREET / KWEILIN STREET AND PEI HO STREET DEVELOPMENT AT NEW KOWLOON INLAND LOT NO. 6506, SHAM SHUI PO, KOWLOON" and be addressed to and deposited at the office of:

Swiss Investments Limited
c/o Building Cost & Contract Department
11/F, Cheung Kong Center
2 Queen's Road Central
Hong Kong

Attn.: Tender Committee

ON OR BEFORE 12 NOON ON THE DAY STATED IN THE LETTER OF INVITATION TO TENDER

The drawings referred to in 1(b) above are to be returned to the Architect's office under separate cover at the same time as the submission of tender.

3. The Tenderer is to note that two forms of tender, namely 'Tender A' and 'Tender B' are included in the tender documents.

For "Tender A", the offer shall be based on the Engineer's design adopted by the Tenderer as his own design for the Works with the proposed time for completion assessed by the Tenderer.

For "Tender B", the offer shall be based on the Tenderer's alternative design proposals for the Works with the proposed time for completion assessed by the Tenderer.

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(c) 2

CONDITIONS OF TENDER

Employer's
design for
reference
only

The design prepared by the Engineer included in the tender documents is **STRICTLY FOR REFERENCE** by the Tenderer. The Tenderer may adopt such design or provide alternative design of his own. Whether the Engineer's design or Tenderer's alternative design is adopted, the same shall be regarded as the Tenderer's own design and the Tenderer shall take full responsibility of the same and undertake to secure the approvals and consents of relevant Authorities and to complete the Works within the contract period stated in the Form of Tender. The Tenderer is informed that the Engineer's design has been submitted to Building Authority and has not yet been approved by the Building Authority at the time of tendering.

The Tenderer is requested to submit either 'Tender A' or both 'Tender A' and 'Tender B'. The Employer is at liberty to accept any of the tenders submitted.

tender
submission
information

4. The Tenderer is required to submit the following information together with his tender for the assistance of the Architect in evaluating the tender. This information will not form part of the Contract and will not be taken into consideration in interpreting or construing the Contract. However, failure to provide such information may preclude consideration of the tender by the Employer:

- (a) Tender 'A' (Engineer's Design adopted by the Tenderer for the Foundation Works as described)
- (i) An outline programme showing various work stages, sequence of work, all crucial design & construction activities and latest dates by which construction drawings and Relevant Authority's approvals and consents are required;
 - (ii) A method statement amplifying the programme by giving details of the methods being proposed to construct the Works and the resources to be employed to achieve timely completion of the Works;
 - (iii) A method statement with drawings of the Excavation and Lateral Support (ELS) System necessary for construction of foundation, site formation, pile caps, tie and strap beam.
 - (iv) A schedule of type and number of plant/equipment to be used;
 - (v) A completed Part 3/Part 4 (as appropriate) of the Detailed Safety Supervision Plan for the Works as required under the Technical Memorandum for Supervision Plans issued by the Secretary for Planning, Environment and Lands under Section 39A of the Buildings Ordinance (Cap. 123);
 - (vi) Company and site organisation chart for administration and execution of the Contract, both on and off-site, and previous job reference;
 - (vii) Certified true copies of the registration certificate(s) indicating the capacity of the Tenderer and/or his sub-contractors as the Registered Specialist Contractor in the categories of Works of this Contract with the Building Authority;
 - (viii) Design for ELS and foundation works including drawings and all other documents as specified in the Scope of Works of Particular Specifications;
 - (ix) Complete Site Safety Supervision Plan and Outline Site Safety Plan; and
 - (x) Any other details and information as required by the Tender Documents.

CONDITIONS OF TENDER

C's design to
submit

- (b) Tender 'B' (Contractor's Design for the Foundation Works as described)

- (i) Description of design and specifications of the foundation works together with calculations and drawings showing the number, size, layout, and the estimated maximum and minimum gross lengths and cut-off levels (as appropriate) of the proposed foundation;
- (ii) Description of design and specifications of the pile caps, tie and strap beams together with calculations and drawings showing the number, size, layout, etc. of the proposed pile caps, etc.;
- (iii) Information same as those stipulated in item (i) to (x) of Tender 'A' above but applicable to Tender 'B'.

The Tenderer shall take into account the time required for obtaining approvals and consents from relevant Authorities to commence the Works including preparation of all necessary information, drawings and works for such purpose. Any delay in commencing any work due to delay in obtaining such approvals and consents will not constitute a reason for claims for extra cost or time.

consideration
to form contract
to abide tender

5. The Tenderer shall pay the Employer a tender handling fee of HK\$1 which is non-refundable irrespective of the outcome of the tender. On the other hand, the Employer shall pay the Tenderer HK\$1 in consideration of the Tenderer's agreement to abide by his tender for a period of 90 days from the date fixed for receiving the same.

Such sums of HK\$1 payable by the Tenderer and the Employer respectively shall be set off against each other upon the Tenderer's submission of his tender. In this premise, there is no need to physically exchange the said sums of HK\$1 and payments for the above-mentioned purposes are deemed to have made to each other once the tender is submitted.

confidential

6. The Tenderer shall treat all documents or information passed to him by the Architect for the purpose of submitting a tender as private and confidential.

no alteration

7. The Tenderer is informed that unauthorized alteration or erasure by him to the text of the documents issued for tender purpose, save as those mentioned in Clauses 8 & 13 of these conditions, will not be allowed and if such alteration or erasure shall have been made, the tender may not be considered.

qualification

8. The Tenderer should comply strictly with the requirements of the Tender Documents.

If the Tenderer is unable to comply with any part of the Tender Documents, he shall notify the Employer by preparing a postscript to stipulate the qualifications in details and affixing the postscript to the Form of Tender. The postscript shall bear the title of this tender, letter head of the Tenderer and signature of the person signing the Form of Tender. After acceptance of his tender, no later claims due to failure of the Tenderer to so notify the Employer or his Representative of any deviations from the Tender Documents at the time of tendering will be entertained.

Notwithstanding the above, the Tenderer's attention is drawn that any qualification to the tender may cause the tender to be disqualified.

Further or in the alternative, if in the Form of Tender the Tenderer confirms his tender as without any qualification, any unauthorized alteration or erasure made to the text of the Tender Documents or stipulation incorporated elsewhere in his tender submissions shall be optional with the Employer. Once any of the aforesaid alteration, erasure or stipulation is accepted by the Employer, any correspondence related with the acceptance will be bound in and form part of the Contract Documents upon the award of the Contract. So far as no acceptance has been made, all these alteration, erasure or stipulation shall be disregarded and all the requirements of the Tender Documents shall be binding upon the Tenderer if his tender is accepted by the Employer subject to the provisions of Clause 3 of the Form of Tender.

CONDITIONS OF TENDER

site visit

9. The Tenderer, before submitting a tender, shall visit the Site of the Works and make himself thoroughly acquainted with the location, access to the Site, nature of soil and all aspects of the works which might affect his tender.

Any subsequent claims by the Tenderer after acceptance of his tender for any increase in the Contract Sum or extension of time for completion of the Works due to his failure to implement the requirements of this Clause will in no way be entertained.

query

10. The Tenderer is requested to raise any queries with the Architect at least seven days before the date for submission of tender. Only answers in writing addressed to all Tenderers, by the Architect, shall be deemed to affect the Tender Documents in any way and such letters will be bound into and shall become part of the Contract Documents.

Should the Tenderer for any reasons whatsoever be in doubt about the precise meaning of any items or figures contained in the Tender Documents a query should be raised in the manner as described above.

No liability will be admitted, nor claim allowed, in respect of errors in the tender due to mistakes which should have been rectified in the manner described above.

Failure to query any such meaning will be deemed to be acceptance that any subsequent interpretation by the Architect shall be final.

pricing requirement

11. The Schedule of Rates and the Summary of Tender are to be fully priced in ink, extended, cast and totalled and the Form of Tender completed, signed, witnessed and dated. The sum shown in the Form of Tender must agree with the total of the Summary of Tender. If the sum shown in the Form of Tender differs from the total of the Summary of Tender, the sum shown in the Form of Tender shall prevail. The tender shall be in Hong Kong Dollars and Cents.

12. All items in the Schedule of Rates and the Summary of Tender shall be priced in detail and tender containing lump sums to cover trades or groups of works must be broken down to show the price of each item before they will be accepted. Any items which the Tenderer considers have no value shall have dashed or other suitable marks placed against them in the cash columns. The value of any items not priced shall be deemed to be included in other rates in the Schedule of Rates.

SOR qty

13. The items shown in the Schedule of Rates, together with their respective quantities, if any, are given in good faith as reflecting the quality and quantity of the work to be carried out under the Contract according to the Specification "A" and Drawings. The Tenderer may accept the contents of the Schedule of Rates as correct or alternatively, make any alteration, addition or omission to the printed text or quantities of the Schedule according to his interpretation and/or calculations. Any alteration, addition or omission made to the printed text of the Schedule must be initialled by the person who signs the Form of Tender. In case when alteration is made to the printed quantity of the Schedule, such alteration shall be substantiated by detail calculation and be submitted together with his tender.

All quantities marked as Provisional and all Provisional Sums in the Schedule of Rates or the Summary of Tender will be adjusted in accordance with the expressed provisions of the terms of the Contract. No alteration, omission or addition to such provisional quantities, Provisional Sums and their related item descriptions shall be allowed.

14. Upon award of the Contract, the Schedule of Rates shall be deemed to be the Tenderer's Schedule and will be regarded as firm and will not be subject to re-measurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract. The quantities (except those expressly stated as 'PROVISIONAL') in the Schedule of Rates shall be at the Tenderer's sole risk and NOT form part of the Contract and will not be subject to re-measurement or adjustment. The unit rates and prices inserted in the Schedule of Rates shall be used for the purpose of ascertaining the prices of variations and calculating the amounts of interim payments.

The Preambles, if any, at the front of the Schedule shall not be part of the Tenderer's Schedule but shall form part of the terms and conditions of this Contract.

CONDITIONS OF TENDER

lump sum
no inflation

15. The Contract shall be on "lump sum fixed price" basis not subject to any adjustment to the tender price for rises or falls in the cost of labour, plant and materials or currency fluctuations occurring after the date of submission of tenders for execution of the Works as shown on the Drawings and described in the Specification "A".

E's right

16. The Employer is not bound to accept the lowest or any tender he may receive. The Employer reserves the right to reject any tender where these Conditions of Tender are not complied with.

17. The Tenderer and his sub-contractors shall possess a valid business registration certificate and be registered with the relevant Authorities authorizing them to carry out construction works of the categories of this contract.

error

18. In the event of a Tenderer discovering genuine errors in his tender after dispatch, he may draw attention in writing to the errors and submit an amendment which may be accepted provided it is received before the time fixed for the receipt of tenders.

19. Should any errors, discrepancies or apparent underpricings be discovered by the Architect, he may query these in writing with the Tenderer. Such query is not to indicate a proposal to change the tender price and the Tenderer may offer only to stand by his tender price. No query or series of queries shall be considered comprehensive.

20. The Tenderer's priced Schedule of Rates and Summary of Tender will be subject to scrutiny and arithmetical check by the Architect, but under no circumstance shall the tender sum be amended for any errors found. The following errors shall, before signing the Contract, be rectified and altered by the Architect in red ink:

- (a) Errors in writing in rates or extension (The rate shall be amended to agree with the quantity and the extension, or the extension to agree with the quantity and the rate at the Architect's discretion. In no case will the alteration be made to both rate and extension in any one item).
- (b) Errors in casting of cash columns or summaries.
- (c) Errors in carrying forward totals to collections or summaries or following page.

The net aggregate of such errors shall be represented by either a discount or premium factor, as the case may be, which shall be calculated as follows for applying to tendered unit rates and prices for the purpose of valuation of payments and variations:

Discount/Premium Factor	=(-/+)	Net Aggregate Amount of Errors			x100%
		Corrected Tender Sum	Corrected Total of Preliminaries	Provisional Sums	Total Amount of all P.C. Rates

Provided that if the percentage discount or premium is less than 0.25%, such errors will be adjusted by one figure only in the Summary of Tender and no discount or premium factor will be applicable in such case.

CONDITIONS OF TENDER

discount

21. If the Tenderer provides a discount for this lump sum tender, such discount amount shall be represented by a discount factor which shall be calculated as follows for applying to tendered unit rates and prices for the purpose of valuation of payments and variations:

Discount Factor	=(-)	Discount Amount				x100%
		Corrected Tender Sum	Corrected Total of Preliminaries	Provisional Sums	Total Amount of all P.C. Rates	

Provided that if the percentage of discount/premium factor for net aggregate of errors calculated in accordance with Clause 20 of these conditions is greater than 0.25%, such factor will be calculated together with the above discount factor to provide a new discount/premium factor and calculated as follows for applying to tendered unit rates and prices for the purpose of valuation of payments and variations:

Discount/Premium Factor	=(-/+)	Discount Amount + Net Aggregate Amount of Errors				x100%
		Corrected Tender Sum	Corrected Total of Preliminaries	Provisional Sums	Total Amount of all P.C. Rates	

high low
rate

22. Should examination of a tender reveal tendered rates/allowances which in the opinion of the Architect, are unreasonably high or low, the Architect will draw up a list containing such rates/allowances with his assessed reasonable rates set aside for the Tenderer's agreement. These assessed reasonable rates/allowances, once agreed by the Tenderer, shall be used for the purpose of valuation of variations (for both omission and addition). For items with provisional quantities, the agreed reasonable rates will only apply to remeasured quantities in excess of the original quantities stipulated in the Schedule of Rates.

In the event if, after negotiation, the Tenderer still disagrees with any of the reasonable rates/allowances assessed by the Architect, valuation of variations at the post-contract stage (for both omission and addition) for such item of works shall be assessed based on the Architect's fair valuation.

23. The offer of an advantage or other inducement by any person with a view to influencing the placing of the Contract may be an offence under the Hong Kong Prevention of Bribery Ordinance. In any event such action will result in the rejection of the tender.
24. The Tenderers' attention is drawn to Clause SCC-17 of the Special Conditions of Contract requiring the engagement of sub-contractors who are registered under the respective trades available in the Primary Register of the Voluntary Sub-contractor Registration Scheme (VSRS) established by the Construction Industry Council.

CONDITIONS OF TENDER

change in
PTQ / negotiation
-> updated tender

25. The Employer and/or the Architect may of their own concern and at any time before the award of the Contract clarify, discuss, negotiate and agree with the Tenderer on any matter arising from, in connection with or supplementary to the Tenderer's submitted tender. Once any matter is agreed by the Tenderer during the clarification, discussion and negotiation, his submitted tender as adjusted with such agreed matter shall become the Tenderer's updated tender which may be accepted by the Employer subject to the provisions of Clause 3 of the Form of Tender. Any correspondence related with the agreement will be bound in and form part of the Contract Documents upon the award of the Contract.

So far as no agreement can be reached during the clarification, discussion and negotiation, the Tenderer's submitted tender shall continue to have full force and effect and may be accepted by the Employer at any time before the expiration of the tender validity period as stated in Clause 3 of the Form of Tender, whereupon any matter proposed by the Employer and/or the Architect during the clarification, discussion and negotiation shall be disregarded.

For the avoidance of doubt, any matter proposed by the Employer and/or the Architect during the clarification, discussion and negotiation must in no way be construed as being an acceptance of the Tenderer's submitted tender or a counter-offer from the Employer.

page check

26. The Tenderer shall check the numbers of the pages of the Tender Documents against the page numbers given in the content page and the tender drawings received against the Schedule of Drawings. Should he find any missing, in duplicate, or indistinct, he must inform the Architect at once and have the same rectified or explained.