

BILL NO. 2

PREAMBLES

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS

1.1 Generally

1.1.1 The Preambles are to be read in conjunction with the Special Preambles included in the contract documents. The provisions of the Special Preambles shall prevail over those of Bill No. 2 - Preambles. The Preambles referred to in the contract documents shall be deemed to include Bill No. 2 - Preambles and the Special Preambles.

1.1.2 The Preambles modify the method of measurement set out in the Hong Kong Standard Method of Measurement of Building Works, Fourth Edition 2005 (hereinafter abbreviated to 'SMM').

1.1.3 The 'rates to include' clauses include those items which have been excluded from the measurement or have been measured in a different manner and for which the tenderer must allow (where applicable) when pricing the measured items.

1.2 Method of measurement

1.2.1 Where the express provisions of the SMM have been departed from or are not specifically covered by the SMM, the method of measurement set out in the Preambles and in the Preamble Notes in the various work sections shall be applicable to the Bills of Quantities, measurement of variations, remeasurement of any provisional quantities and measurement of work, the cost of which is allowed for as a provisional sum.

1.2.2 Where the express provisions of the SMM have been departed from and those items have been excluded from the measurement in accordance with the SMM, the costs of such items are deemed to have been included in the rates contained in the relevant sections of works.

Note to Surveyors

1. Delete all "Note to Surveyors" and its references in the tender documents.
2. Amend or delete as necessary preamble clauses marked \*\* to comply with the particular requirements of the project drawing and/or specification.
3. Except for the preamble clauses marked \*\*, these preambles clauses are generally not to be amended. If there are any preamble items which are not included in this Bill No. 2 - Preambles and which are specific to a particular project, they should be included as Special Preambles at the beginning of the relevant work or bill section. Refer to Model Bills of Quantities, front page, Notes to Surveyors, for examples.
4. Mark "NOT USED" against the irrelevant clauses/sections to suit a particular project. For example, "SECTION XII - ROOF TILING" shall be replaced by "NOT USED" for a foundation project.

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.2 Method of measurements (Cont'd)

1.2.3 Where the measurement of any item in the Bills of Quantities is departed from the SMM, such departure will be either self explanatory in the relevant item in the Bills of Quantities or as described in these Preambles and are deemed to be accepted by the Contractor.

1.2.4 Where particulars are required by the SMM to be stated, given or included in the descriptions of the items, and if these particulars are not stated, given or included in the descriptions of the items (such as kind and quality of material; tests with which material, plant and equipment are required to comply; method of jointing and fixing; size and shape of materials etc.), the Contractor shall refer to the Drawings and Specification for these particulars and the cost of them shall be deemed to be included in the unit rates or prices for these items in the Bills of Quantities.

1.2.5 Where the provisions of the SMM may not have been complied with in the measurement of certain works and this has not been stated in the Preambles, the method used to measure those works shall be applied to any subsequent remeasurement or variations in respect of such works.

1.3 Pricing

1.3.1 The Preambles and Specification shall not be priced. They shall be regarded as part of the descriptions of the measured items in the Bills of Quantities which shall be read in conjunction with the Preambles and Specification and priced accordingly.

1.4 Allow

1.4.1 Whenever the word "allow" occurs in the Bills of Quantities the cost of the items shall be at the risk of the Contractor and no adjustment will be made at the settlement of accounts unless the work described in an item is not required, in which case the relevant sum will be omitted. In the absence of any price against such items, the cost shall be deemed to be included in the rates contained in the Bills hereinafter following.

100  
(c) 6.



1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.5 Adjustment of P.C. Rates \*

1.5.1 Where prime cost (P.C.) rates are included in the descriptions of items in the Bills of Quantities they are either for the material cost of items or are for the supply and installation or application of items.

1.5.2 P.C. rates for materials are for the supply of materials to site only and the Contractor shall allow in addition for taking delivery from the supplier at street level, unloading or assisting in unloading, storing, distributing to required positions, returning packing cases etc. to the supplier (including paying transportation charges and obtaining credits for the packing cases etc), all waste, fixing, all ancillary materials required for fixing such as mortar for bedding and jointing and all other similar items of a like nature, for any finance charges arising from the terms of payment required by the supplier and for the Contractor's allowance for profit. As for P.C. rates included in the descriptions for the supply and installation or supply and application of items such as specialist suspended ceilings or finishes, the Contractor shall include his allowance for any finance charges arising from the terms of payment required by the specialist and his allowance for profit and attendance on the specialists carrying out the works. The attendance shall be equal to that provided for Nominated Sub-Contract works detailed in the 'Prime Cost and Provisional Sums' bill later herein.

1.5.3 The Contract rate will be adjusted by the nett difference between the prime cost rate and the actual price and will be applied to the nett quantity of the items fixed, installed or applied in position and measured in accordance with the SMM or the Preambles.

Note to Surveyors :

\* A prime cost rate is necessary if there is insufficient information available to clearly describe the item so that estimators are able to identify the specific item and price it. Common examples where the Architect cannot be specific in his or the Employer's requirements before calling tenders are, carpet, tiling, marble, granite and other stone paving or cladding. If a P.C. rate is required the Architect should be asked to provide the rate. He may provide the rate or ask that the rate that was used in the estimate be used. If there was not a rate for a particular item in the estimate we may be asked to include a suitable rate for the item. Whatever rates are used and from whatever source, they must be confirmed back to the Architect on a query sheet. For P.C. rates relevant to stonework refer to 'STONE WORKS' section of these Preambles.

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.6 Making good

1.6.1 The term "making good" shall be understood as including all labours and materials necessary to bring the disturbed area to the same face, colour, texture etc., in the same materials as the surrounding work, and shall include for painting, colouring and/or varnishing any new work to match the surrounding existing work to the entire satisfaction of the Architect.

1.7 As described

1.7.1 The term "as described" included in descriptions contained in the Bills of Quantities refers to the materials and workmanship described in the relevant Specification Clauses and in the Preambles.

1.8 As before described

1.8.1 Descriptions which contain the term "as before described" are abbreviated descriptions of items which have occurred previously in the Bills of Quantities.

1.9 Approval

1.9.1 Terms such as "approved by", "to approval", "as directed" and the like, refer to approval or directions given by the Architect. The phrase "or equal approved and fixed or installed in accordance with the manufacturer's recommendations" is deemed to be included in the description whenever proprietary brands are named and the tendered rates are deemed to include for the provision of the specified proprietary brand item but the Architect will consider alternative materials and methods that the Contractor may propose. No such alternatives shall be adopted without the prior approval of the Architect. Approved alternative materials or work will not qualify for additional costs unless such additional costs are sanctioned before approval is given. Under no circumstances shall approval relieve the Contractor of his responsibilities as set out in the Conditions of Contract. No approval will be binding until given in writing.

1.9.2 Where the fixing or installation method of a works item measured in the Bills of Quantities has not been stated in the descriptions in the Bills of Quantities nor has it been shown on the Drawings or stated in the Specification, the phrase "fixed or installed by an approved method" is deemed to be included in the descriptions in the Bills of Quantities, and the tendered rates are deemed to include for the provision of a fixing or installation method that the Contractor shall propose and obtain the Architect's approval prior to adoption.

1.10 Allowance for laps

1.10.1 No allowances for laps have been made in the quantities unless so required by the Standard Method of Measurement. Materials such as fabric reinforcement, flexible sheet underlays and the like shall be lapped to the extent required and the prices shall include for this.

1.11 Preambles applicable throughout Bills of Quantities

1.11.1 Preambles are applicable to all items in the Bills of Quantities irrespective of the work section under which they are billed.

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.12 Metric/imperial sizes

1.12.1 In the event of any current Standard being imperial and the articles in the Bills of Quantities not being available in the metric sizes stated, the Contractor is deemed to have allowed in his rates for substituting the nearest higher imperial size available for the metric size stated.

1.13 Extra over or extra for \*

1.13.1 Throughout the Bills are descriptions commencing with the words "Extra over" or "Extra for" or under headings commencing with either "Extra over" or Extra for".

1.13.2 The volume, area, length or number of these items **has been included** in the measurements of the quantities in which they occur and the prices for these items are **to be extra only over the prices of the items in which they occur.**

1.14 Amendments of typo errors in SMM

1.14.1 The typo errors in SMM should be amended as follows :

Page	Ref.	As printed in SMM	Should be read as
47	VI(a) 3.8	S.2 applies	S.4 applies
48	VI(a) 3.9 to 3.11	S.2 applies	S.4 applies
48	VI(a) 3.10.4	Pipes or cables $\geq$ 110 mm diameter, sizes stated	Pipes or cables $>$ 110 mm diameter, sizes stated
49	VI(a) 5	S.2 applies	S.4 applies
50	VI(a) 10.1.3 and 10.2.3	Handpacked beds sloping $\geq$ 15° from the horizontal	Handpacked beds sloping $>$ 15° from the horizontal
61	VII(a) 20 and 21. Definition Rules		D.2 applies
61	VII(a) 20 and 21. Coverage Rules		C.9 applies
78	VIII(a) 20.1.1.1	Horizonta	Horizontal
81	IX.5	Concrete benchings	Concrete haunchings
104	XIII(e) 2.2 and 3.2	To ceilings and slides and soffits of beams	To ceilings and sides and soffits of beams

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.14 Amendments of typo errors in SMM (Cont'd)

Page	Ref.	As printed in SMM	Should be read as
105	XIII(e) 6.1.3, 6.2.3 and 6.3.3	Ditto with depth of suspension 150 mm - 500 mm	Ditto with depth of suspension $>$ 150 mm and $\leq$ 500 mm
110	XIII(h) 2.1 and 3.1	Dimensioned diagram	Dimensioned description
112	XIII(i) 5 to 10. Coverage Rules		C.1 and C.4 apply
112	XIII(i) 5 to 10. Supplementary Information		S.1 and S.2 apply
120	XV(a) Measurement Rules M.3	No allowance is made for the mass of weld fillets, black bolts, nuts, washers, rivets and protective coatings for rolling margins	No allowance is made for the mass of weld fillets, black bolts, nuts, washers, rivets, protective coatings and rolling margins
125	XV(e) 6	nr	m
135	XV(l) 2.1 and 3.1	Dimensioned diagram	Dimensioned description
136	XV(m) 2.2 and 3.2	Depth of suspension 150 - 500 mm	Depth of suspension $>$ 150 mm and $\leq$ 500 mm
146	XVI(d) 15 to 20. Coverage Rules		C.1 applies
156	XVII(d) 1. Measurement Rules M.1	Composite supports are measured in kg and the nubmer stated	Composite supports are measured in kg and the number stated
164	XVII(g) 2. Coverage Rules C.2(b)	Any flanges, unions or other devices used solely for erection purposes	Insulation to any flanges, unions or other devices used solely for erection purposes
165	XVII(g) 9.1.1, 9.2.1 and 9.3.1	Details and size of equipment stated, and type and thickness of insulation to equipment given	Details and size of ancillaries stated, and type and thickness of insulation to ancillaries given
165	XVII(g) 10.1	Details, size and type of ancillaries and type and thickness of insulation to ancillaries given	Details, size and type of equipment and type and thickness of insulation to equipment given

1. PREAMBLES APPLICABLE TO ALL WORK SECTIONS (Cont'd)

1.14 Amendments of typo errors in SMM (Cont'd)

Page	Ref.	As printed in SMM	Should be read as
174	XVIII(d) 2.6	Reducin <del>g</del> crosses	Reducing crosses
178	XVIII(g) 2. Measurement Rules M.5	Only cable trunking, trays and ladders used in final circuits which are specifically detailed in the tender drawings or specifically required in the specification, are measured separately under Sub-sections (c) or (d) hereof	Only cable trunking, trays and ladders used in final circuits which are specifically detailed in the tender drawings or specifically required in the specification, are measured separately under Sub-sections (d) or (e) hereof
178	XVIII(g) 2. Measurement Rules M.6	Alternatively final circuits may be measured in detail in accordance with Sub-sections (b) and (e) hereof	Alternatively final circuits may be measured in detail in accordance with Sub-sections (c) and (f) hereof
182	XVIII(j) 13	Earth electrodes	Earth electrode covers
183	XIX(a) 1. Coverage Rules C.4	Instruction notices, warning signs for control equipment, cable equipment control switches, accessories and the like are deemed to be included	Instruction notices, warning signs for control equipment, cables, equipment control switches, accessories and the like are deemed to be included
185	XIX(c) 3. Measurement Rules M.1	These items are measured separately in accordance with Section XVII(e).1, 2 and 3	These items are measured separately in accordance with Section XVIII(d) and (e)

Note to Surveyors

- \* Examples - Extra over excavation and disposal for breaking up and removing pavings, surface concrete and the like; extra over brickwork for fair face; extra for border to block parquet or strip flooring; extra for rounded edges tiles or special tiles at angles or corners; extra for fittings on plumbing and drainage pipework.



Note to Surveyors

Amend clauses as necessary.

CONDITIONS OF TENDERING

1. The Tender Documents issued consist of :

(a) A booklet OR A set of booklets comprising two volumes (Volume 1 and Volume 2) and containing :

- (i) Conditions of Tendering
- (ii) Form of Tender OR Form of Tender with Appendix 'A'
- (iii) Special Conditions of Contract
- (iv) Specification
- (v) Bills of Quantities with General Summary
- (vi) Schedule of Drawings

(b) One set of tender drawings.

(c) One copy of the Bills of Quantities with General Summary as 1(a)(v) above on disc.

2. The tender is to consist of :

(a) The booklet OR The set of the booklets referred to in 1(a) above with :

- (i) The Form of Tender completed, signed, witnessed and dated. (The sum shown in the Form of Tender must agree with the total of the General Summary as 1(a)(v) above)
- (ii) The Bills of Quantities fully priced in ink, extended, cast and totalled.

- Copying Error: Unit Rate / Cash column contain error, but not affect the total sum as shown in GS/ SOT.

- Arithmetic Error: Error contains in Cash column or in Unit Rate that affect the total sum in GS/ SOT.

(Cont'd)

(b) A disc of the fully priced, extended and totalled Bills of Quantities.

(c) An organization chart together with the C.V. of the proposed personnel for the project.

(d) An outline construction programme for the work showing all crucial construction activities. All construction programmes and time schedules will be used for tender evaluation only and will not form part of the Contract.

(e) A method statement describing the tenderer's planned approach to the construction of the Works together with the proposed major plant to be used and its location on the Site, type of formwork systems, scaffolding and method, locations and areas for loading and unloading materials within the site boundary, etc.

(f) Proposed site layout showing the locations of site office, tower crane, refuse chute, etc.

(g) One copy of the Registered General Building Contractor Certificate issued under the General Building Contractors' Register with the Building Authority.

(h) One copy of the Registered Specialist Contractor Certificate in the Foundation Works category issued under the Specialist Contractors' Register with the Building Authority.

(i) Proof of being an Approved Contractor on the List of Approved Contractors for Public Works in Group A, B or C for the Buildings category.

(j) A completed Supervision Plan for the Works in accordance with the requirements under the Technical Memorandum for Supervision Plans 2005 issued by the then Secretary for Housing, Planning and Lands under section 39A of the Buildings Ordinance (Cap. 123).

(k) Technical information, specifications, catalogues, brochures, data sheets indicating details of the equipment offered.

(l) Any other details and information as required by the Tender Documents.

3. The tender is to be enclosed in a sealed envelope which is to be labelled "Tender for \_\_\_\_\_" and deposited at the time and place set out in the invitation to tender.

Project Name.

TCF  
C-17a.

**STANDARD CONTRACT DOCUMENT**

File Name : Contract With Quantities

Conditions of Tendering - Traditional

First Issued : January 2010

Point 5, 10 & No alternation / qualification.  
Point 14, 15, 16 & Error as found on tender.

4. Other drawings :

- (a) All drawings listed in the Schedule of Drawings may be seen at the office of the Architect or Quantity Surveyor by prior appointment during normal office hours.
- (b) Any other drawings required by the tenderer for tendering will be supplied on request at the Architect's discretion.

5. No unauthorised alteration or erasure to the text of the Tender Documents, will be permitted. Any tender containing such alteration or erasure may not be considered.

use "may" instead of "must".

6. The tenderer shall be deemed to be in possession of a valid business registration certificate and be registered with the relevant authority authorising him to carry out the works described in the Tender Documents.

7. The tenderer shall be required to check the numbers of the pages of the tender booklet against the page numbers given on the contents page and should he find any missing, in duplicate, or indistinct, he must inform the Quantity Surveyor at once and have the same rectified.

8. Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or figure, he must inform the Quantity Surveyor in order that the correct meaning can be clarified before the date for submission of tenders.

Tender clarification

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

10. Any qualification of the tender or of the Tender Documents may cause the tender to be disqualified.

11. All drawings issued are to be returned to the Architect at or before the time set for receipt of tenders.

return of drawing.

12. The tenderer shall be deemed to have made allowance in his prices generally to cover the items of the Preliminaries and expenses in connection with the Prime Cost and Provisional Sums and other items if these have not been priced against the respective items.

BQ Pricing.

13. All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.

14. In the event of a tenderer discovering a genuine error in his tender after it has been deposited, attention in writing may be drawn to the error and an amendment submitted which, provided that the amendment shall have been deposited at or before the time fixed for receipt of tenders, may be accepted.

**STANDARD CONTRACT DOCUMENT**

File Name : Contract With Quantities

Conditions of Tendering - Traditional

First Issued : January 2010

(交回的 tender 的 tender sum 不能改.)

15. The tendered sum will not be amended for errors found in the examination of tenders. The following errors should they occur in the priced Bills of Quantities tendered will be rectified and altered in red ink :

- (a) The rate amended to agree with the quantity and the extension in the cash column or the extension amended to agree with the quantity and the rate.
- (b) Errors in casting of cash columns.
- (c) Errors in carrying forward totals to collections or summaries.

The total error will be calculated as a plus or minus percentage of the corrected tendered sum minus the correct totals of the preliminary items and Prime Cost and Provisional Sums (but not profit and attendance thereon), daywork and prime cost elements within the tendered rates based on prime cost rates and will be applied to the tendered rates for the purposes of preparing Interim Certificate and Valuation as appropriate. If the percentage error is less than 0.25% no adjustment will be made. \*\*

For the purpose of clarification, where a tendered rate is based on a prime cost rate (e.g. tiling where a prime cost rate is specified), the percentage error calculated in the manner described above shall only be applied to that portion of the rate remaining after the deduction of the prime cost rate.

P.C. rate  
→ X  
Adjust.

16. Should examination of a tender reveal errors of such magnitude as in the opinion of the Architect would involve the Contractor in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender. (目標總價不變)

17. The Employer is not bound to accept the lowest or any tender he may receive.

18. All tenders shall be in Hong Kong dollars and no adjustment will be made for fluctuations in exchange rates of currencies.

**Note to Surveyors**

\*\* Percentage to be checked with the Associate I/C - Size of the project will determine the percentage, 0.25% for large projects and 0.50% for small projects.



Consideration

FORM OF TENDER

E → C : Fair Assessment  
to submitted tender.  
C → E : keep tender sum  
valid during validity  
period

invitation  
to tender = invitation  
to treat.  
↓  
return  
tender = offer.  
↓  
LOA. = acceptance.

To : (Insert the Name of the Employer)

1. Having inspected the Site and examined the drawings, Conditions of Contract and Combined Specification and Bills of Quantities for the above named Works, I/we offer to carry out, complete and maintain the whole of the said Works in conformity with the (said drawings, Conditions of Contract and Combined Specification and Bills of Quantities) for the sum of Hong Kong Dollars

Tender  
Sum.

Different for different contract type.

..... (HK\$ )  
or such sum as may be ascertained in accordance with the Conditions of Contract.

2. I/We undertake if my/our tender is accepted to carry out and complete the whole of the Works in this Contract within the period of time set out in the Preliminaries Section of the Contract Bills.

(pre-fixed contract period)

2. I/We undertake if my/our tender is accepted to carry out and complete the whole of the Works in this Contract within \* calendar days including Sundays and public holidays from the Commencement Date or within any extended time which may be authorised under the Conditions of Contract.

(Contractor propose contract period within the period set by project team)

3. I/We agree to abide by this tender for a period of three months from and including the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

open for  
acceptance.

4. Unless and until a formal agreement is prepared and executed this tender together with the written acceptance thereof by the Employer subject to the provisions of Clause 3 hereof shall constitute a binding contract.

5. I/We understand that the Employer is not bound to accept the lowest or any tender which he may receive.

\* To be filled in by the tenderer but must not be more than \_\_\_\_\_ calendar days.

max. period pre-set  
by Project team.

6. I am/We are aware of and accept the amendments to the Standard Conditions of Contract set out in the Special Conditions of Contract.

SCC

7. I/We agree that I/we shall provide a bond in the amount specified in the Appendix to the Conditions of Contract for the due performance of the Contract in the form set out in [Appendix 'A' attached hereto / Schedule 1 of the Standard Conditions of Contract\*\*].

Bond.

Signature .....

in the capacity of .....

duly authorised to sign tenders for and on behalf of \*.....

Registered address of firm .....

Date .....

Name and signature of witness .....

Address of witness .....

If a tender is being made by a partnership or an unincorporated body, the names and residential addresses of all partners shall be given in the spaces provided below.

Names of Partners

Residential Addresses of Partners

\* In the case of a limited Company, insert the name of the Company.

Note to Surveyors

\*\* Delete as appropriate.

CC-7b  
TCD