| Clause | Remarks/Guidelines |
| --- | --- |
| **GCT 35 National security and public interest** |
| (1) | Notwithstanding anything to the contrary in the tender documents, the *Client* reserves the right to disqualify a tenderer on the grounds that the tenderer or if the tenderer is an unincorporated or incorporated joint venture, any participant of the unincorporated joint venture or shareholder of the incorporated joint venture has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the disqualification is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.  | DEVB memo ref. DEVB(W) 510/30/01 dated 31.8.2022.  |
| (2) | The tenderer shall submit with its tender a Digitally Signed and witnessed letter in the form set out in **Appendix** [*insert reference*]*+* to the General Conditions of Tender. For the avoidance of doubt, the said letter must be Digitally Signed by both the tenderer and its witness, save that the witness does not have to be a person authorized to sign Government contract. | + It should NOT be included as an essential submission under GCT 21. |

|  |  |
| --- | --- |
| **Appendix [ ]**To: The Government of the Hong Kong Special Administrative Region ("**Government**")Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dear Sir/Madam,Contract No.: [ ]Title: [                                                         ]1. \*[I/We], the tenderer, [(name of the tenderer) of (address of the tenderer)]1, refer to \*[my/our]tender for the above contract.2. \*[I/We] confirm that, before \*[I/we] sign this letter, \*[I/we] have read and fully understand this letter and General Conditions of Tender Clause GCT 35 on “National Security and Public Interest”.3. \*[I/We], represent and warrant that \*[I/We] have not engaged, \*[am/are] not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security*.*4. \*[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred. Signed for and on behalf of [name of the tenderer] by [name and position of the signatory]2: Name of Witness:  Signature of Witness:  Occupation:   | \* Modify/Delete as appropriate. 1Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.2Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company. |