

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 1 Definitions	
<p>(1) For the purpose of these General Conditions of Tender and Special Conditions of Tender:</p> <p>(a) <i>conditions of contract</i> means the core clauses and the clauses for main Option [<i>insert option</i>], secondary Options [<i>insert options</i>], W4 and Z of the Hong Kong Edition of NEC Engineering and Construction Contract (July 2023) published by Thomas Telford Limited.;</p> <p>(b) words and expressions used throughout shall, except when the context otherwise requires, have the same meaning assigned to them under the <i>conditions of contract</i>;</p> <p>(c) terms identified in the Contract Data are in italics;</p> <p>(d) in addition, the following words and expressions shall have the meaning hereby assigned to them:</p> <p>(i) “<i>Project Manager designate</i>” means ____#</p> <p>(ii) “unincorporated joint venture”, “participant”, “incorporated joint venture” and “shareholder” shall bear the same meanings as those given in paragraph 6 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 50/2002 on Contractors’ Joint Venture.</p> <p>(iii) “person” includes individual, corporation, partnership, firm and unincorporated body.</p>	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W)510/10/01 dated 24.3.2011.</p> <p># Full description of the “<i>Project Manager designate</i>” (including full name or, as the case may be, full description of the post and name of the current holder of the post, address, telephone number and fax number) should be given in the definition.</p>
<p>(2) In these General Conditions of Tender and Special Conditions of Tender, except where the context otherwise requires, the singular shall include the plural and vice versa and any gender shall include all genders.</p>	

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Clause	Remarks/Guidelines
GCT 2 Documents issued	
The following documents are issued to tenderers:	
<p>(a) One copy of booklet containing:</p> <p>(i) These Conditions of Tender comprising the General Conditions of Tender and the Special Conditions of Tender;</p> <p>(ii) Articles of Agreement;</p> <p>(iii) Contract Data Part one;</p> <p>(iv) <i>additional conditions of contract</i>;</p> <p>* (v) Scope (including Particular Specification except the drawings as listed in Appendix []# to the Particular Specification); and</p> <p>* (vi) Site Information.</p>	<p>* Delete/Modify as appropriate</p>
<p>(b) One copy of booklet containing:</p> <p>(i) Form of Tender;</p> <p>(ii) Contract Data Part two; and</p> <p>* (iii) <i>bill of quantities</i> with General Preambles and Particular Preambles / <i>activity schedule</i> with Preambles.</p>	<p># Insert as appropriate</p> <p>* Modify as appropriate</p>
<p>* (c) One set of drawings as listed in Appendix []# to the Particular Specification.</p>	<p>Note: Where applicable, amend this to (c)(i) and add other item(s) such as “Site investigation information” as (c)(ii), etc.</p>
<p>(d) One set of the Electronic Dissemination Package (EDP) consisting of:</p> <p>(i) Files containing the contents of the documents stated in sub-clauses (a), (b) and (c) above;</p> <p>(ii) The Licence Conditions on using the files stated in (i) of this sub-clause; and</p> <p>(iii) Supporting files containing information on using the files in (i) of this sub-clause.</p>	

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GCT 4 Submission of tender (Formula Approach)	
<p>(1) The following documents shall be enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or Letter of Invitation to Tender or the Tender Notice:</p> <p>(a) One set of the documents referred to in General Conditions of Tender Clause GCT 2(b)* above with:</p> <p style="padding-left: 20px;">(i) The Form of Tender in hard copy format duly signed.</p> <p style="padding-left: 20px;">(ii) The Contract Data Part two in hard copy format duly completed and signed.</p> <p style="padding-left: 20px;">*(iii) The <i>*bill of quantities/*activity schedule</i> in either hard copy format or electronic format [See Note 1] fully priced as to each <i>*item/*activity</i>, extended, cast and totalled as appropriate.</p> <p>(b) A copy each of the documents submitted under sub-clauses (1)(a)(i), (1)(a)(ii) and *(1)(a)(iii) of this clause.</p> <p>(c) The submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT).</p>	<p>For tenders not using a marking scheme for tender evaluation.</p> <p>Ref. DEVB memos ref. (026NM-01-3) in DEVB(W) 546/17/01 dated 25.6.2010 and DEVB(W) 546/83/01 dated 11.11.2020.</p> <p>* Delete/Modify as appropriate.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Delete the option of electronic submission when the <i>bill of quantities</i> or <i>activity schedule</i> in the EDP have not been provided in Excel format 2. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 4 to ETWB TCW No. 11/2005) <p>* Delete/Modify as appropriate.</p>

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<p>(2) If a tenderer submitted the documents required under sub-clause (1)(a) of this clause in electronic format as allowed thereunder but failed to submit the required copy under sub-clause (1)(b) of this clause, the tender opening team shall make the required copy in electronic format on the tenderer's behalf. The tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$53** per electronic file and the material charge at \$1.0** per CD-ROM and \$1.4** per 4.7GB DVD+/-R.</p>	<p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by DEVB, FSTB and/or PWTB. Ref: DEVB memo ref. (DEVB(W) 511/70/02 dated 26.9.2022, FSTB memo ref. () in TsyB T ADM/1-135/1/0 Pt.10 dated 24.12.2018 and PWTB memo ref. (21) in ASD13/95200/TEN/PTC/1 dated 16.9.2022. [Note: Please check the latest relevant memo. The photocopying charge for tenders opened by the CTB and PWTB are \$12.0 per page and \$16.2 per page respectively.]</p>
<p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$12/\$16.2** per copied page, which cost also covers material.</p>	
<p>(4) If a tenderer elects to submit the priced <i>*bill of quantities/*activity schedule</i> in hard copy format and where a hard copy has been supplied by the <i>Client</i>, it should price the <i>*bill of quantities/*activity schedule</i> on the hard copy supplied by the <i>Client</i>. If a tenderer fails to do so, any extra cost incurred by the <i>Client</i> in checking whether the printed descriptions or figures of the tender are identical to those in the hard copy supplied by the <i>Client</i> is recoverable by the <i>Client</i> as a debt. The tenderer whose tender has been so checked shall pay such cost if demanded by the <i>Client</i>.</p>	

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(5) Where a document may be submitted in hard copy format or electronic format and if a tenderer makes two submissions for the same document, one in hard copy format and one in electronic format, the submission in hard copy format shall be discarded.	
(6) All submissions in electronic format shall comply with the requirements set out in Appendix <i>[insert reference]</i> to the General Conditions of Tender <i>[See Note 2]</i> .	

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Clause	Remarks/Guidelines
GCT 4 Submission of tender (Marking Scheme Approach)	
<p>(1) The following documents shall be placed in two separate envelopes as specified below and the two envelopes shall then be enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or Letter of Invitation to Tender or the Tender Notice:</p> <p style="text-align: center;">In an envelope clearly marked with the tender reference and the words 'Tender Price Documents'</p> <p>(a) One set of documents referred to in General Conditions of Tender Clause GCT 2(b)* above with:</p> <p style="padding-left: 20px;">(i) The Form of Tender in hard copy format duly signed.</p> <p style="padding-left: 20px;">(ii) The Contract Data Part two *(Section 2) in hard copy format duly completed and signed.</p> <p style="padding-left: 20px;">*(iii) The <i>*bill of quantities/*activity schedule</i> in either hard copy format or electronic format [See Note 1] fully priced as to each <i>*item/*activity</i>, extended, cast and totalled as appropriate.</p> <p>(b) A copy each of the documents submitted under sub-clauses (1)(a)(i), (1)(a)(ii) and *(1)(a)(iii) of this clause.</p> <p>(c) The following submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT) [See Note 2]:</p> <p style="padding-left: 20px;">(i) (GCT Clause [])</p> <p style="padding-left: 20px;">(ii)(SCT Clause [])</p> <p style="padding-left: 20px;">(iii) If the tenderer elects to subcontract any of the item(s) stipulated as subject to Optional Pre-</p>	<p>Alternative Clause GCT 4 for tenders using a marking scheme for tender evaluation.</p> <p>Ref. DEVB memos ref. (026NM-01-3) in DEVB(W) 546/17/01 dated 25.6.2010 and DEVB(W) 546/83/01 dated 11.11.2020.</p> <p><i>* Delete/Modify as appropriate.</i></p> <p>Note:</p> <ol style="list-style-type: none"> 1. Delete the option of electronic submission when the <i>bill of quantities</i> or <i>activity schedule</i> in the EDP have not been provided in Excel format 2. All submissions required from tenderers should be stated, quoting where the details of the requirements are given, e.g. Clause SCT 1 of the Special Conditions of Tender. 3. Sub-clauses (c)(iii) to (v) are applicable only if pre-bid arrangement is adopted. Sub-clause (c)(iii) shall be deleted if no item is subject to optional pre-bid arrangement. Sub-clauses (c)(iv) and (v) shall be deleted if no item is subject to

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<p>bid Arrangement in Part [A] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, the “Pricing Information for Optional Pre-bid Arrangement” for such item(s) in either hard copy format or electronic format (Clause SCT [18(3(a))]). [See Note 3]</p> <p>(iv) If the tenderer proposes to subcontract any of the item(s) stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, the “Pricing Information for Mandatory Pre-bid Arrangement” for such item(s) in either hard copy format or electronic format (Clause SCT [18(3)(a))]). [See Note 3]</p> <p>(v) If the tenderer proposes to undertake by itself any of the item(s) stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, the “Pricing Information for Mandatory Pre-bid Arrangement” for such item(s) in either hard copy format or electronic format (Clause SCT [18(10)(a)(i))]). [See Note 3]</p> <p>(vi) The Estimates for Tender Price Index (ETPI) in either hard copy format or electronic format fully priced as to each item, extended, cast and totaled as appropriate (Clause SCT [20)]). [See Note 6]</p> <p>In another envelope clearly marked with the tender reference and the words 'Technical Submission'</p> <p>(d)# Submissions on tenderer’s experience, technical resources and technical proposals which are the subject of evaluation in accordance with the marking scheme at [Appendix to Notes to</p>	<p>mandatory pre-bid arrangement.</p> <p>4. Sub-clause (e)(iii) to (v) are applicable only if pre-bid arrangement is adopted. Sub-clause (e)(iii) shall be deleted if no item is subject to optional pre-bid arrangement. Sub-clauses (e)(iv) and (v) shall be deleted if no item is subject to mandatory pre-bid arrangement.</p> <p>5. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 4 to ETWB TCW No. 11/2005)</p> <p>6. Sub-clause (c)(vi) is only applicable for works tenders of Group C contracts issued under CEDD, HyD, WSD and DSD and adopting ECC Options A or C, where the tender price information are required for compilation of the CEWTPI. (DEVB TC(W) No. 6/2017)</p> <p>* Delete/Modify as appropriate.</p> <p>#Where applicable, amend this to (d)(i) and add other items such as “Contract Data Part two (Section 1)”</p>

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<p>Tenderers] *[and more particularly described in Special Conditions of Tender Clause], in either hard copy format or electronic format.</p> <p>(e) The following submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT) [See Note 2]:</p> <p>(i) (GCT Clause [])</p> <p>(ii)(SCT Clause [])</p> <p>(iii) If the tenderer elects to subcontract any of the item(s) stipulated as subject to Optional Pre-bid Arrangement in Part [A] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, the expression of interest and evidence to demonstrate each of the proposed Subcontractor(s)/supplier(s)' compliance with the requirements for undertaking such item(s) in accordance with SCT [18(2)(b), (c) and (d)]. [See Note 4]</p> <p>(iv) If the tenderer proposes to subcontract any of the item(s) stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, the expression of interest and evidence to demonstrate each of the proposed Subcontractor(s)/supplier(s)' compliance with the requirements for undertaking such item(s) in accordance with SCT [18(2)(b), (c) and (d)]. [See Note 4]</p> <p>(v) If the tenderer proposes to undertake by itself any of the item(s) stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i>, evidence to demonstrate its compliance with the requirements for undertaking such item(s) in accordance with SCT</p>	

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<p style="color: blue; text-decoration: underline;">[18(10)(a)(i)]. [See Note 4]</p> <p>(2) If a tenderer submitted the documents required under sub-clause (1)(a) of this clause in electronic format as allowed thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required copy in electronic format on the tenderer's behalf. The tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$54** per electronic file and the material charge at \$1.1** per CD-ROM or \$1.3** per 4.7GB DVD+/-R.</p> <p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$12/\$16.2** per copied page, which cost also covers material.</p> <p>(4) If a tenderer elects to submit the priced <i>*bill of quantities/*activity schedule</i> in hard copy format and where a hard copy has been supplied by the <i>Client</i>, it should price the <i>*bill of quantities/*activity schedule</i> on the hard copy supplied by the <i>Client</i>. If a tenderer fails to do so, any extra cost incurred by the <i>Client</i> in checking whether the printed descriptions or figures of the tender are identical to those in the hard copy supplied by the <i>Client</i> is recoverable by the <i>Client</i> as a debt. The tenderer whose tender has been so</p>	<p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by DEVB, FSTB and/or PWTB. Ref: DEVB memo ref. (032YD-01-3) in DEVB(W) 511/70/02 dated 3.7.2019, FSTB memo ref. () in TsyB T ADM/1-135/1/0 Pt. 10 dated 24.12.2018 and PWTB memo ref. (21) in ASD13/95200/TEN/OPEN/PTC/1 dated 16.9.2022. [Note: Please check the latest relevant memo. The photocopying charge for tenders opened by the CTB and PWTB are \$12.0 per page and \$16.2 per page respectively.]</p>

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Clause	Remarks/Guidelines
<p>checked shall pay such cost if demanded by the <i>Client</i>.</p> <p>(5) Where a document may be submitted in hard copy format or electronic format and if a tenderer makes two submissions for the same document, one in hard copy format and one in electronic format, the submission in hard copy format shall be discarded.</p> <p>(6) All submission in electronic format shall comply with the requirements set out in Appendix [<i>insert reference</i>] to the General Conditions of Tender [See Note 5].</p>	

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Clause	Remarks/Guidelines
GCT 8 Clarification of documents	
Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents it shall seek clarification from the <i>Project Manager</i> designate.	

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Clause	Remarks/Guidelines
GCT 10 Errors in tender submission	
In the event of a tenderer discovering an error in its 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 before the time fixed for receipt of tenders, shall be accepted.	

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Clause	Remarks/Guidelines
GCT 15 Tender addenda	
Should the <i>Client</i> require any amendments, clarifications, or adjustments to be made to the tender documents for the purpose of tendering, the <i>Project Manager</i> designate will issue to every tenderer numbered addenda giving full details of such amendments etc. and the tender documents shall be taken as having been amended, clarified or adjusted accordingly upon the issue of these addenda. The tenderer shall acknowledge receipt of these addenda.	

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Clause	Remarks/Guidelines
GCT 16 Tender clarifications	
<p>(1) The <i>Client</i> will not consider any clarification or information submitted by a tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the <i>Client</i> if such clarification or information would alter the tender in substance or give the tenderer an advantage over the other tenderers.</p>	<p>DEVB memos ref. DEVB(W) 510/20/01 dated 10.9.2012, DEVB(W) 510/83/05 dated 9.11.2020 and DEVB(W) 510/30/01 dated 31.8.2022.</p> <p>+ Depending on the provisions of the tender documents as adopted for any particular project, project office/procuring department may include additional item(s) of information. The additional item(s) of information shall not include any Excepted Information (as defined in GCT 16(4)).</p> <p>* Delete as appropriate</p>
<p>(2) Without prejudice to the generality of sub-clause (1) of this clause, where the <i>Project Manager</i> designate has after close of tender invited a tenderer to submit further information or clarification other than the Excepted Information, the tenderer shall submit the requested information or clarification within the time specified in such invitation or within such further time as the <i>Project Manager</i> designate may allow.</p>	
<p>(3) If the requested information or clarification is not provided within the time or further time as referred to in sub-clause (2) of this clause, the <i>Client</i> may proceed to evaluate the tender on an as is basis, but in the case where the information is in respect of [the letters referred to in General Conditions of Tender Clause GCT 26(3), Clause GCT 29(4) or Clause GCT 35(2), the duly signed letter of consent and authorization referred to in General Conditions of Tender Clause GCT 34(1) or the information related to the “General statements” *and “X1 Price adjustment for inflation” in the Contract Data Part two required under General Conditions of Tender Clause GCT 4(1)(a)(ii)]⁺, the tender may be invalidated.</p>	

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Clause	Remarks/Guidelines
(4) For the purposes of this clause, " Excepted Information " means the information required to be submitted upon written request by the <i>Project Manager</i> designate under General Conditions of Tender Clause GCT 25 and any information for which it is provided that a tenderer's failure to submit on or before close of tender will render its tender invalid or result in its tender not being considered.	

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Clause	Remarks/Guidelines
GCT 21 Essential submissions	
<p>Without prejudice to other General Conditions of Tender or Special Conditions of Tender providing for invalidating a tender submitted by a tenderer, the failure of a tenderer to submit with its tender any of the following on or before the original date set for the close of tender or, if this has been extended, the extended date shall render its tender invalid:</p> <ul style="list-style-type: none"> (i) the Form of Tender required under Clause GCT 4(1)(a)(i) (ii) the <i>*bill of quantities/*activity schedule</i> required under Clause GCT 4(1)(a)(iii) * (iii) the programme of works required under Clause [SCT 1] * (iv) design required for part of the <i>works</i> not covered by the <i>Client's</i> design required under Clause [SCT 3] * (v) Temporary Works design required under Clause [SCT 4] * (vi) Outline Safety Plan required under Clause [SCT 14] * (vii) outline quality system for structural concrete required under Clause [SCT 6] * (viii) Subcontractor Management Plan required under Clause GCT 20 * (ix) Outline Environmental Management Plan required under Clause [SCT 8] * (x) where the tenderer is an unincorporated joint venture, nomination of a lead participant required under SCT Clause [SCT 5]¹ 	<p>Ref: DEVB memo ref. (01YVQ-01-2) in DEVB(W) 546/17/01 dated 3.4.2009 and DEVB memo ref. (03487-01-1) in DEVB(W) 510/83/05 dated 31.12.2019.</p> <p>Note: The items (i) and (ii) must be listed under this GCT. Please see also the “remark” for SCT.</p> <p>The items from (iii) to (ix) are used only in rare cases. Please refer to the individual SCT Clause for guidance. These items are to be included as essential submissions if required to be submitted by the tenderers. If these are not regarded as essential submissions they should not be required to be submitted.</p> <p>* Delete as appropriate.</p> <p>Items (x) and (xi) must be listed for tenders that allow joint ventures to participate.</p>

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Clause	Remarks/Guidelines
<p>*(xi) where the tenderer is a joint venture (whether incorporated or unincorporated), the proposed [^value / ^percentage participation and value] of works to be undertaken by each participant or shareholder in the joint venture in the [^JV Proforma / ^Technical Submission Envelope and JV Proforma in the Tender Price Documents Envelope respectively] as required under SCT Clause [SCT 5]²</p>	<p>^ Select as appropriate:</p> <p>“value” and “JV Proforma” are for <u>Formula Approach</u> tender evaluation.</p> <p>“percentage participation and value” and “Technical Submission Envelope and JV Proforma in the Tender Price Documents Envelope respectively” are for <u>Marking Scheme</u> tender evaluation.</p> <p>Note on standard SCT Sub-clauses to be quoted:</p> <ol style="list-style-type: none"> 1 SCT 5(2)(a) 2 SCT 5(4)A or 5(4)B
<p>*(xii) the Pricing Information for Mandatory Pre-bid Arrangement for each item stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [<i>insert reference</i>] to the <i>additional conditions of contract</i> as required under SCT Clause [SCT 18(3)(a) or SCT 18(10)(a)(ii)] whichever is applicable.</p>	<p>Item (xii) must be listed for contracts adopting Mandatory Pre-bid Arrangement.</p>

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Clause	Remarks/Guidelines
GCT 26 Anti-collusion	
<p>(1) (a) Subject to sub-clause (2) of this clause, the tenderer shall not communicate to any person other than the <i>Client</i> the amount of the tender price or any part thereof until the tenderer is notified by the <i>Client</i> of the outcome of the tender exercise.</p> <p>(b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.</p> <p>(c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate its tender.</p>	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W)510/10/01 dated 24.3.2011.</p>
<p>(2) Sub-clause (1)(a) of this clause shall have no application to the tenderer's communications in strict confidence with:</p> <p>(a) its own insurers or brokers to obtain an insurance quotation for computation of tender price;</p> <p>(b) its consultants or subcontractors to solicit their assistance in preparation of tender submission; and</p> <p>(c) its bankers in relation to financial resources for the contract.</p>	
<p>(3) The tenderer shall submit with its tender a duly</p>	<p>+ See below. It shall not be</p>

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<p>signed and witnessed letter in the form set out in Appendix <i>[insert reference]</i>⁺ to the General Conditions of Tender. The signatory to the letter shall be a person authorized to sign Government contracts on the tenderer's behalf.</p> <p>(4) The tenderer shall indemnify and keep indemnified the <i>Client</i> against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.</p>	<p>included as an essential submission under GCT 21.</p>
<p>Appendix []</p> <p>To: The Government of the Hong Kong Special Administrative Region ("Government")</p> <p>Date: _____</p> <p>Dear Sir/Madam,</p> <p style="text-align: center;">Contract No.: []</p> <p style="text-align: center;">Title: []</p> <p><i>*[I/We], [(name of the tenderer) of (address of the tenderer)]¹, refer to <i>*[my/our]</i> tender for the above contract.</i></p> <p><i>*[I/We] confirm that, before <i>*[I/we]</i> sign this letter, <i>*[I/we]</i> have read and fully understand this letter and the anti-collusion clause in General Conditions of Tender Clause GCT 26.</i></p> <p><i>*[I/We], represent and warrant that in relation to the</i></p>	<p><i>* Delete as appropriate.</i></p> <p>1 Where 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</p>

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<p>tender for the above contract:</p> <p>(i) *[I/We], other than the Excepted Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the Government the amount of the tender price or any part thereof until *[I/we] have been notified by the Government of the outcome of the tender exercise;</p> <p>(ii) *[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;</p> <p>(iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/we] or that other person will or will not submit a tender; and</p> <p>(iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.</p> <p>*[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.</p> <p>In this letter, the expression “Excepted Communications” means *[my/our] communications in strict confidence with:</p> <p>(i) *[my/our] own insurers or brokers to obtain an insurance quotation for computation of tender price;</p> <p>(ii) *[my/our] consultants or subcontractors to solicit their assistance in preparation of tender submission; and</p> <p>(iii) *[my/our] bankers in relation to financial</p>	<p>respective names and addresses of such persons or as the case may be companies.</p> <p>2 Where 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.</p>

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Clause	Remarks/Guidelines
<p style="text-align: center;">resources for the contract.</p> <p>Signed for and on behalf of [name of the tenderer] by [name and position of the signatory]²:</p> <p>_____</p> <p>Name of Witness: _____</p> <p>Signature of Witness: _____</p> <p>Occupation: _____</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 29 One tender only for holding companies, subsidiaries or related parties	
(1) Unless otherwise provided in the Special Conditions of Tender, no tenderer is permitted to submit more than one tender for each contract.	
(2) (a) A holding company and all of its subsidiaries shall be allowed to submit only one tender from any one of the companies in the group. (b) The existence of a holding-subsidiary relationship shall be determined as at the date set for the close of tender, or if this has been extended, the extended date, and in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap. 622).	DEVB memo ref. DEVB(W) 510/10/01 dated 16.12.2014.
(2A) (a) For related parties, only one of them is permitted to submit a tender for the contract. (b) For the purpose of this sub-clause (2A), an entity (including but not limited to sole proprietorship, partnership and limited company) and the tenderer are related parties if any of the following conditions applies as at the date set for the close of tender, or if this has been extended, the extended date: (i) A person has control or joint control of the entity; and that person or his relatives: (1) has control or joint control of the tenderer; (2) has significant influence over the tenderer; or (3) is a member of the key management of the tenderer or of	DEVB memo ref. DEVB(W) 510/83/05 dated 16.9.2020

General Conditions of Tender

Clause	Remarks/Guidelines
<p style="text-align: center;">a parent of the tenderer.</p> <p>(ii) A person has control or joint control of the tenderer; and that person or his relatives:</p> <p style="padding-left: 40px;">(1) has significant influence over the entity; or</p> <p style="padding-left: 40px;">(2) is a member of the key management of the entity or a parent of the entity.</p> <p>(iii) The entity, or any member of a group of which it is a part, provides key management services to the tenderer or to the parent of the tenderer.</p> <p>(c) For the avoidance of doubt, the following definitions should be adopted when interpreting sub-clause (2A) above: -</p> <p style="padding-left: 40px;">‘Control’ means the power to govern the financial and operating policies of the tenderer/entity so as to obtain benefits from its activities.</p> <p style="padding-left: 40px;">‘Joint control’ means the contractually agreed sharing of control over the tenderer/entity, and exists only when the strategic financial and operating decisions relating to the tenderer/entity require the unanimous consent of the parties sharing control.</p> <p style="padding-left: 40px;">‘Significant influence’ means the power to participate in the financial and operating policy decisions of the tenderer/entity but is not control or joint control over those policies</p> <p style="padding-left: 40px;">‘Key management’ mean those persons having authority and responsibility for planning, directing and controlling the</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>activities of a business, directly or indirectly, including any director (whether executive or otherwise) of that business.</p> <p>A person's 'relatives' mean any family members of a person who may be expected to influence, or be influenced by, that person in their dealings with the tenderer or the entity. They may include but not limited to:</p> <p>(i) the person's domestic partner and children;</p> <p>(ii) children of the person's domestic partner; and</p> <p>(iii) dependants of the person or the person's domestic partner.</p> <p>(3) Failure to observe the above conditions shall render all related tenders null and void and any such tenders shall not be considered.</p> <p>(4) The tenderer shall submit with its tender a duly signed and witnessed letter in the form set out in Appendix <i>[insert reference]</i>⁺ to the General Conditions of Tender. The signatory to the letter shall be a person authorized to sign Government contracts on the tenderer's behalf.</p>	<p>DEVB memo ref. DEVB(W) 510/83/05 dated 9.11.2020</p> <p>⁺ It shall not be included as an essential submission under GCT 21.</p>

General Conditions of Tender

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 the requirements set out in General Conditions of Tender Clause GCT 29 on "One tender only for holding companies, subsidiaries or related parties".

3. *[I/We] represent and warrant that in relation to the restriction that no tenderer is permitted to submit more than one tender for the above contract as set out in GCT 29:

- (i) This tender is the only tender submitted by *[me/us];
- (ii) None of our holding company or subsidiary company has submitted a tender for the above contract. The existence of a holding-subsidiary relationship shall be determined as set out in GCT 29(2)(b); [this is only applicable where the tenderer is a company] and

* Delete as appropriate.

1 Where 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.

2 Where 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.

General Conditions of Tender

Clause	Remarks/Guidelines
<p style="text-align: center;">(iii) None of our related parties, as more particularly defined in GCT 29(2A), has submitted a tender for the above contract.</p> <p>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.</p> <p>Signed for and on behalf of [name of the tenderer] by [name and position of the signatory]²:</p> <p>_____</p> <p>Name of Witness: _____</p> <p>Signature of Witness: _____</p> <p>Occupation: _____</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 34 Tenderer's consent and authorization on conviction records and site incident records	
<p>(1) The tenderer shall submit with the tender a duly signed letter in the form set out in Appendix [<i>insert reference</i>] to the General Conditions of Tender giving consent to the [<i>name of the project office/procuring department</i>] to obtain from all relevant government departments/bureaux, authorizing such relevant government departments/bureaux to release and make available to [<i>name of the project office/procuring department</i>] and giving further consent to the [<i>name of the project office/procuring department</i>] to furnish to the <i>Project Manager</i> designate information on conviction records and site incident records as more particularly described in sub-clauses (2) and (3) below for the purpose of tender assessment.</p> <p>(2) Information on the tenderer's conviction records includes all information relating to its convictions, including the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, for offences under the following ordinances (including all subsidiary legislation made thereunder) and specific subsidiary legislation (if any):</p> <p>(a) [<i>Set out the ordinances/specific sub-legislation quoted in relevant GCTs and SCTs</i>] [See Note 1];</p> <p>(b) [<i>Land (Miscellaneous Provisions) Ordinance (Cap. 28)</i>][See Note 2]; and</p> <p>(c) [<i>Other ordinances / specific subsidiary legislation to be specified by the project office/procuring department if required for</i></p>	<p>DEVB memo ref. DEVB(W) 510/10/01 dated 3.12.2012.</p> <p>Note 1 : Project office/procuring department should check the ordinances / specific subsidiary legislation to be listed, taking into account the provisions of the tender documents as adopted for any particular project (including GCT and SCT). On the basis of the GCT and SCT promulgated by DEVB (via Technical Circulars and memos) as at 30 November 2012, the ordinances/specific subsidiary legislation to be covered include:</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p><i>tender assessment in accordance with the provisions of the tender documents as adopted for any particular project</i>. [See Note 1]</p>	<p>(a) Section 27 of the Public Health and Municipal Services Ordinance (Cap 132);</p> <p>(b) Section 17I and Section 38A of the Immigration Ordinance (Cap 115);</p> <p>(c) Employment Ordinance (Cap 57);</p> <p>(d) Factories and Industrial Undertakings Ordinance (Cap. 59);</p> <p>(e) Occupational Safety and Health Ordinance (Cap. 509);</p> <p>(f) Shipping and Port Control Ordinance (Cap. 313);</p> <p>(g) Merchant Shipping (Local Vessels) Ordinance (Cap. 548);</p> <p>(h) Air Pollution Control Ordinance (Cap. 311);</p> <p>(i) Noise Control Ordinance (Cap. 400);</p> <p>(j) Waste Disposal Ordinance (Cap. 354);</p> <p>(k) Water Pollution Control Ordinance (Cap. 358);</p> <p>(l) Dumping at Sea Ordinance (Cap. 466);</p> <p>(m) Ozone Layer Protection Ordinance (Cap. 403);</p> <p>(n) Environmental Impact Assessment Ordinance (Cap. 499); and</p> <p>(o) Hazardous Chemicals Control Ordinance (Cap. 595).</p> <p>Note 2: To be included when the</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(3) Information on site incident records includes all information relating to any incident involving loss of life or serious bodily injury at any construction site in Hong Kong, regardless of whether the tenderer has or may have any involvement therein. For the purpose of this Clause, “serious bodily injury” and “construction site” shall bear the same meanings as assigned to them under paragraph 10(g)(ii) and paragraph 10(a), respectively, of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p>	<p>standard marking scheme set out in Appendix C1 to DEVB TCW No. 4/2014 is adopted. Departments should check with the Highways Department for such conviction records.</p> <p>DEVB’s memo ref. DEVB(W) 546/84/01 dated 10.11.2023.</p>
<p>(4) The letter shall be signed by a person authorized to sign Government contracts on the tenderer's behalf [See Note 3].</p>	<p>Note 3: This is not to be inserted as an essential submission pursuant to Clause GCT 21. However, contract drafter shall ensure that the submission of the duly signed letter of consent and authorization is covered by GCT 16 as amended in accordance with DEVB’s memo ref. DEVB(W) 510/10/01 dated 10 September 2012 and entitled Tender Clarifications.</p>
<p>(5) If the tenderer is an unincorporated or incorporated joint venture, each participant of the unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a duly signed letter. The signatory for such participant or shareholder shall be a person authorized to sign Government contracts on behalf of that participant or, as the case may be, shareholder.</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>Appendix __</p> <p>To: [Name of the procuring department]</p> <p>Date: _____</p> <p>Dear Sir/Madam,</p> <p style="text-align: center;">Contract No. []</p> <p style="text-align: center;">[Contract title]</p> <p style="text-align: center;">Letter of Consent and Authorization</p> <p>We hereby give consent to the [name of the project office/procuring department] to obtain from all relevant government departments/bureaux and authorize such relevant government departments/bureaux to release and make available to [name of the project office/procuring department] the following information for the purposes of assessment of [our submission]* in this tendering exercise:</p> <p>(1) Information on our conviction records (if any), including the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, for offences under the following ordinances (including all sub-legislation made thereunder) and specific sub-legislation (if any):</p> <p>[set out the legislation referred to in GCT X(1)]; and</p> <p>(2) Information on site incident records, including all information relating to any incident involving loss of life or serious bodily injury at any construction site in Hong Kong, regardless of whether we have or may have any involvement therein. For the purpose of this sub-paragraph, “serious bodily injury” and</p>	<p>* Where GCT 34(5) applies, change to "the submission of [name of the tenderer]".</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>“construction site” shall bear the same meanings as assigned to them under paragraph 10(g)(ii) and paragraph 10(a), respectively, of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p> <p>We give further consent to the [<i>name of the project office / procuring department</i>] to furnish the information described in sub-paragraphs (1) and (2) above to [<i>name of project consultant</i>], the <i>Project Manager</i> designate, for the same purposes.</p> <p>(Signed for and on behalf of the tenderer or, as the case may be, each participant or shareholder of the joint venture)</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 35 National security and public interest	
<p>(1) Notwithstanding anything to the contrary in the tender documents, the <i>Client</i> 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.</p>	<p>DEVB memo ref. DEVB(W) 510/30/01 dated 31.8.2022.</p>
<p>(2) The tenderer shall submit with its tender a duly signed and witnessed letter in the form set out in Appendix [<i>insert reference</i>]⁺ to the General Conditions of Tender. The signatory to the letter shall be a person authorized to sign Government contracts on the tenderer's behalf.</p>	<p>+ It should NOT be included as an essential submission under GCT 21.</p>

General Conditions of Tender

<p>Appendix []</p> <p>To: The Government of the Hong Kong Special Administrative Region ("Government")</p> <p>Date: _____</p> <p>Dear Sir/Madam,</p> <p style="text-align: center;">Contract No.: []</p> <p style="text-align: center;">Title: []</p> <p>1. *[I/We], the tenderer, [(name of the tenderer) of (address of the tenderer)]¹, refer to *[my/our] tender for the above contract.</p> <p>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”.</p> <p>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.</p> <p>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.</p> <p>Signed for and on behalf of [name of the tenderer] by [name and position of the signatory]²:</p> <p>_____</p>	<p>* Modify/Delete as appropriate.</p> <p>1 Where 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.</p> <p>2 Where 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.</p>
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General Conditions of Tender

Name of Witness: _____ Signature of Witness: _____ Occupation: _____	
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