| Clause | | Remarks/Guidelines |
| --- | --- | --- |
| **SCT 18 Pre-bid Arrangement under Target Contract** | | |
| (1) | This clause SCT [18] sets out the \*Optional / Mandatory / Optional and Mandatory Pre-bid Arrangement adopted in this tender exercise.   1. For each item stipulated as subject to Optional Pre-bid Arrangement in Part [A] of Appendix [ ]# to the *additional conditions of contract*, a tenderer may elect to propose in Contract Data Part two (Section 1) [See Note 1] of its tender one Subcontractor or supplier to undertake such item. The proposal shall be submitted in the manner and shall comply with all other requirements set out in sub-clauses (2) to (5) below. The *Client* may reject the proposal if it considers that the proposed Subcontractor or supplier does not satisfy the requirements of this clause. If no Subcontractor or supplier is proposed in Contract Data Part two (Section 1) [See Note 1] or the proposed Subcontractor or supplier is rejected by the *Client*, the tenderer is regarded to have proposed to undertake such item by itself. Nevertheless, if the tenderer is awarded the contract, it may subcontract such item (or any part of it) in accordance with Section VI of the *additional conditions of contract* after the Contract Date. 2. For each item stipulated as subject to Mandatory Pre-bid Arrangement in Part [B] of Appendix [ ]# to the *additional conditions of contract*, a tenderer shall propose in Contract Data Part two (Section 1) [See Note 1] of its tender one Subcontractor or supplier to undertake such item, unless the tenderer indicates in Contract Data Part two (Section 1) [See Note 1] that it proposes to undertake such item by itself. The proposal to appoint Subcontractor or supplier shall be submitted in the manner and shall comply with all other requirements set out in sub-clauses (2) to (5) below. If a tenderer proposes in Contract Data Part two (Section 1) [See Note 1], or is deemed to have proposed pursuant to sub-clause (10)(d) below, that it will undertake such item by itself, the tenderer shall comply with the requirements in sub-clause (10) below. Notwithstanding the aforesaid, the tenderer may subcontract such item in accordance with Section VI of the *additional conditions of contract* after the Contract Date if acceptance of the *Project Manager* is obtained in accordance with ACC Clause VI:1(4). | Applicable only for Target Contract which adopts pre-bid arrangement. Project Offices should allow sufficient time for tenderers to prepare their tenders if pre-bid arrangement is adopted.  The scope of pre-bid arrangement shall be approved by an officer at D2 rank or above. In case the estimated overall pre-bid amount exceeds 40% of the PTE excluding contingency sum and provisional sum, DEVB’s approval is required.  This SCT 18 is drafted for tender adopting Marking Scheme Approach. For tender adopting Formula Approach, please amend this SCT 18 with reference to the relevant notes below.  If Optional Pre-bid Arrangement is not adopted, please mark SCT 18(1)(a) and SCT 18(8) as “Not Used”.  If Mandatory Pre-bid Arrangement is not adopted, please mark SCT 18(1)(b), SCT 18(9) and SCT 18(10) as “Not Used”.  \* Delete as appropriate  # Insert as appropriate  Note 1: For tender adopting Formula Approach, please replace “Contract Data Part two (Section 1)” with “Contract Data Part two”, if appropriate. |
| (2) | In the envelope marked with “Technical Submission”, a tenderer shall submit, for each item which the tenderer proposes to subcontract under the pre-bid arrangement in accordance with sub-clause (1) above [See Note 2]: | Note 2: For tender adopting Formula Approach, please replace ‘In the envelope marked with “Technical Submission”, a tenderer shall submit,’ with ‘The tenderer shall submit in its tender,’ |
|  | 1. in Contract Data Part two (Section 1) [See Note 1] under the item for which the Subcontractor or supplier is proposed, the name of the proposed Subcontractor or supplier, its registered office and the name(s) of the person(s) authorized to sign the subcontract for and on behalf of the proposed Subcontractor or supplier; |
|  | 1. an expression of interest issued by the proposed Subcontractor or supplier; and |
|  | 1. if the item is work to be undertaken by the proposed Subcontractor: |
|  | 1. where the work proposed to be subcontracted is any of the *works* subject to ACC Clause V:5, evidence to demonstrate that the proposed Subcontractor complies with the requirements set out in the said Clause V:5 that are applicable to such work; or |
|  | 1. where the work proposed to be subcontracted is not any of the *works* subject to ACC Clause V:5, evidence to demonstrate that the Subcontractor is: |
|  | 1. a contractor on the “List of Approved Contractors for Public Works” or the “List of Approved Suppliers of Materials and Specialist Contractors for Public Works” of the relevant category, group and class as determined by the *Project Manager* designate and is not suspended from tendering (whether by way of mandatory or voluntary suspension) in respect of the work in such category, group and class; or |
|  | 1. a contractor who possesses experience in the work proposed to be subcontracted by the tenderer, or who is technically competent for the work proposed to be subcontracted by the tenderer. [See Note 3] | Note 3: If other qualification/experience requirement is required, Project Offices are reminded to amend SCT 18(2) to suit. Project Offices are also reminded to observe the requirements of WTO GPA and avoid imposing requirements that may arouse bid challenges. In case of doubts, Project Offices may consult DEVB and/or LAD(W) for advice. |
|  | 1. if the item is to be supplied by a proposed supplier, evidence to demonstrate that the item to be supplied complies with the requirements of the contract that are applicable to such item. [See Note 3] |
| (3) | (a) In the envelope marked with “Tender Price Documents”, a tenderer shall submit, for each item which the tenderer proposes to subcontract under the pre-bid arrangement in accordance with sub-clause (1) above, a document entitled [“Pricing Information for Optional Pre-bid Arrangement” or “Pricing Information for Mandatory Pre-bid Arrangement”, whichever is applicable] [See Note 4].  (b) Such document shall be in the form set out in Appendix [ ]# to the Special Conditions of Tender, with a fully priced and detailed Schedule of Rates stating the approximate quantities and payment schedule for the item proposed to be subcontracted. | Note 4:  (i) For tender adopting Formula Approach, please replace ‘In the envelope marked with “Tender Price Documents”, the tenderer shall submit,’ with ‘The tenderer shall submit in its tender,’.  (ii) Please replace ‘“Pricing Information for Optional Pre-bid Arrangement” or “Pricing Information for Mandatory Pre-bid Arrangement”, whichever is applicable’ with“Pricing Information for Optional Pre-bid Arrangement” or “Pricing Information for Mandatory Pre-bid Arrangement” if only either optional or mandatory pre-bid arrangement respectively is adopted.  (iii) The submission of Pricing Information for Mandatory Pre-bid Arrangement required under sub-clause (3) of this clause is an essential submission and shall be mentioned in the GCT 21 on essential submission.  (iv) This SCT, including the sample template in its appendix, is drafted on the assumption that ONE item stipulated as subject to pre-bid arrangement is corresponding to ONE activity/item in the *activity schedule/bill of quantities*. The Project Office shall make necessary amendment to this SCT, sample template, the correction rule, etc. if one item stipulated as subject to pre-bid arrangement is corresponding to more than one activity/item in the *activity schedule/bill of quantities*.  (v) Project Offices are also reminded to clearly indicate which activity is subject to pre-bid arrangement in the *activity schedule/bill of quantities.* |
| (4) | For each item listed in Appendix [ ]# to the *additional conditions of contract* which a tenderer proposes to subcontract, the tenderer shall ensure that: |
|  | 1. only one Subcontractor or supplier is proposed for the item. The tenderer is not permitted to undertake the item partly by itself and partly by the proposed Subcontractor or supplier, or sub-divide the item such that more than one Subcontractor or supplier will or may undertake the item; |
|  | 1. it does not propose to subcontract any item not listed in Appendix [ ]#to the *additional conditions of contract.* A successful tenderer may only subcontract such item in accordance with Section VI of the *additional conditions of contract*; |
|  | 1. a lump sum price is proposed for the item in the *\*activity schedule/bill of quantities.* The price of the item in the *\*activity schedule/bill of quantities* shall be the same as the amount quoted for the same item in the *pricing information* submitted by the tenderer. Any error and/or omission found in the *pricing information,* \**activity schedule/bill of quantities* and/or *fee percentage* shall be corrected in accordance with the provisions of General Conditions of Tender Clause GCT 11; |
|  | 1. the price of the item in the \**activity schedule/bill of quantities* is competitive or at open market price; and |
|  | 1. in case of a tender submitted by a joint venture tenderer, the joint venture tenderer shall not propose any of its participants or shareholders as a Subcontractor or supplier. |
| (5) | Without prejudice to any other provisions in the General Conditions of Tender and the Special Conditions of Tender, the *Client* may regard a tender as not being the most advantageous, irrespective of whether or not it is the lowest tender or the tender with the highest overall score, if in the *Client’*s opinion:   1. the proposed prices or rates in the Schedule of Rates submitted in the tender are substantially over-priced or under-priced or priced erratically. For the purpose of this clause, “priced erratically” shall be construed in accordance with General Conditions of Tender Clause GCT 14(2) which shall apply mutatis mutandis; or 2. the proposed payment schedule submitted in the tender will expose the *Client* to an unacceptable level of financial risk. |  |
| (6) | A tenderer shall not appoint any proposed Subcontractor for any item stipulated in Appendix [ ]# to the *additional conditions of contract* unless and until acceptance is given by the *Project Manager* pursuant to NEC Clause 26 with amendments as detailed in Section I of the *additional conditions of contract*. |  |
| (7) | The *Project Manager* designate may invite a tenderer to submit further information or clarification in relation to any requirement under sub-clauses (2) to (5) above in accordance with General Conditions of Tender Clause GCT 16. In any case, the tenderer may not change any proposed Subcontractor or supplier for any item stipulated in Appendix [ ]# to the *additional conditions of contract* after the date set for the close of tender, or if this has been extended, the extended date when submitting further information or clarification pursuant to this sub-clause (7). Subject to correction in accordance with General Conditions of Tender Clause GCT 11, the price of any item stipulated in Appendix [ ]# to the *additional conditions of contract* may not be adjusted after the aforesaid date when submitting further information or clarification pursuant to this sub-clause (7). |  |
| (8) | If a tenderer proposes a Subcontractor or supplier for an item stipulated as subject to Optional Pre-bid Arrangement in Part A of Appendix [ ]#to the *additional conditions of contract*, and the *Client* considers that the tenderer has:   1. failed to submit any information required in sub-clauses (2) and (3) above, or 2. failed to comply with any of the requirements stated in sub-clause (4) above, or 3. been regarded as not being the most advantageous pursuant to sub-clause (5) above,   the *Client* may reject the tenderer’s proposal to appoint the Subcontractor or supplier for the item and require the tenderer to confirm in writing that it will abide by its tender without the proposal. If the tenderer fails to submit to the *Client* such confirmation within the time limit specified by the *Client,* its tender shall be rendered invalid. |  |
| (9) | For each item stipulated as subject to Mandatory Pre-bid Arrangement in Part B of Appendix [ ]# to the *additional conditions of contract*, if the *Client* considers that the tenderer has:   1. failed to submit any information required in sub-clauses (2) and (3) above, or 2. failed to comply with any of the requirements stated in sub-clause (4) above, or 3. been regarded as not being the most advantageous pursuant to sub-clause (5) above,   its tender shall be rendered invalid. |  |
| (10) | For each item stipulated as subject to Mandatory Pre-bid Arrangement in Part B of Appendix [ ]# to the *additional conditions of contract*, |  |
|  | 1. if a tenderer proposes in Contract Data Part two (Section 1) [See Note 1] to undertake the item by itself, save as specifically provided for below, the requirements stipulated in sub-clauses (1) to (9) of this clause shall not apply to the item. Instead, the tenderer shall submit: 2. in the envelope marked with “Technical Submission” [See Note 5], evidence to demonstrate that it meets the requirements applicable to the item stated in sub-clause (2)(c) or (2)(d) above. Sub-clauses (2)(c) and (2)(d) shall be construed as if references to “Subcontractor” or “supplier” are to the tenderer. 3. in the envelope marked with “Tender Price Documents” [See Note 6], a document entitled “Pricing Information for Mandatory Pre-bid Arrangement” for the item. Such document shall be in a form set out Appendix [ ]# to the Special Conditions of Tender, with a fully priced and detailed Schedule of Rates stating the approximate quantities and payment schedule for the item. The tenderer shall ensure that: 4. a lump sum price is proposed for the item in the *\*activity schedule/bill of quantities*. The price of the item quoted in the *\*activity schedule/bill of quantities* shall be the same as the amount quoted for the same item in the *pricing information* submitted by the tenderer. Any error and/or omission found in the *pricing information,* \**activity schedule/bill of quantities* and/or *fee percentage* shall be corrected in accordance with the provisions of General Conditions of Tender Clause GCT 11; 5. the price of the item in the \**activity schedule/bill of quantities* is competitive or at open market price. 6. on request of the *Project Manager* designate, the tenderer shall submit further information or clarification in relation to any requirement under sub-clause (10)(a) above in accordance with General Conditions of Tender Clause GCT 16. In any case, the tenderer shall not propose other Subcontractor or supplier to undertake any item stipulated in Appendix [ ]# to the *additional conditions of contract* after the date set for the close of tender, or if this has been extended, the extended date when submitting further information or clarification pursuant to this sub-clause (10)(b) Subject to correction in accordance with General Conditions of Tender Clause GCT 11, the price of any item stipulated in Appendix [ ]# to the *additional conditions of contract*, may not be adjusted after the aforesaid date when submitting further information or clarification pursuant to this sub-clause (10)(b). 7. if the *Client,* considers that the tenderer has failed to meet any of the requirements in sub-clause (10)(a)(i) and (10)(a)(ii) above, its tender shall be rendered invalid. 8. In cases where (i) a tenderer fails to indicate that it is prepared to undertake the item(s) by itself and fails to insert name of the proposed Subcontractor or supplier in Contract Data Part two (Section 1) [See Note 1]  or (ii) name of a tenderer or, if a tenderer is a joint venture, name of the participant or shareholder of the joint venture is given in Contract Data Part two (Section 1) [See Note 1], the tenderer shall be deemed to have proposed to undertake such item by itself and sub-clauses (10)(a), (10)(b) and (10)(c) shall apply. The tenderer shall be requested to confirm in writing that it will undertake the item by itself and abide by its tender. Failure to submit the aforesaid confirmation by the tenderer within the time limit specified by the *Client* shall render its tender invalid. | Note 5: For tender adopting Formula Approach, please replace ‘ the envelope marked with “Technical Submission” ’ with ‘the tender’.  Note 6: For tender adopting Formula Approach, please replace ‘ the envelope marked with “Tender Price Documents” ’ with ‘the tender’. |

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| **CONTRACT NO. [XXXXXX]** |
| **CONTRACT TITLE: [XXXXX]** |

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| **Appendix [ ] to Special Conditions of Tender** |
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| **SPECIMEN PRICING INFORMATION FOR \*OPTIONAL/MANDATORY PRE-BID ARRANGMENT** |
| **(Item No. [ 1 ] in Part [ A ] of Appendix [ S ] to additional conditions of contract )** |

**(Tenderer should use a separate form for each item proposed to be subcontracted)  
  
 Detailed Schedule of Rates with approximate quantities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Item Description | Quantity | Unit | Rate (HK$) | Amount (HK$) |
|  | **[Description for the Item subject to pre-bid arrangement]**  [Corresponding Item No. in the *activity schedule / bill of quantities* : AS/1.1 ] |  |  |  |  |
| Carried to Collection | | | | |  |

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| --- |
| **CONTRACT NO. [XXXXXX]** |
| **CONTRACT TITLE: [XXXXX]** |
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| **Appendix [ ] to Special Conditions of Tender** |
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| **SPECIMEN PRICING INFORMATION FOR \*OPTIONAL/MANDATORY PRE-BID ARRANGMENT** |
| **(Item No. [ 1 ] in Part [ A ] of Appendix [ S ] to additional conditions of contract )** |
| **Summary page of the Schedule of Rates** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Item Description |  |  |  | Amount (HK$) |
|  | **Collection**  Brought Forward From Page Price Information AS/1.1/1 |  |  |  |  |
|  | **Total Amount of *pricing information* for Item No. [ ] in Part [ ] of Appendix [S] to *additional conditions of contract* (A)** | | | |  |
|  | **The resulting Fee for Item No. [ ] in Part [ ] of Appendix [S] to *additional conditions of contract* (B) = (A) x *fee percentage* inserted in Contract Data Part two subject to correction in accordance with Clause GCT 11** | | | |  |
|  | **Total Amount to be brought forward to *activity schedule* / *bill of quantities* no. AS/1.1 (C) = (A) + (B)** | | | |  |

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| **CONTRACT NO. [XXXXXX]** |
| **CONTRACT TITLE: [XXXXX]** |
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| **Appendix [ ] to Special Conditions of Tender** |
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| **SPECIMEN PRICING INFORMATION FOR \*OPTIONAL/MANDATORY PRE-BID ARRANGMENT** |
| **(Item No. [ 1 ] in Part [ A ] of Appendix [ S ] to additional conditions of contract )** |
| **Payment Schedule** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Payment No. | Item Description / Pay Stages |  |  | % of Total |
|  |  |  |  |  |
|  |  |  |  | 100% |