

**DEVELOPMENT BUREAU
LIBRARY OF
STANDARD NOTES TO TENDERERS**

Important Notes:

- (1) This set of Notes to Tenderers (“NTT”) is applicable to contracts using NEC ECC HK Edition (July 2023).
- (2) Project office should refer to the latest technical circulars/memos on DEVB’s website and Works Group Intranet Portal during their preparation of tender documents.
- (3) Project office should use the library with caution and, if any anomalies are found, notify their departmental contract advisors for clarification and, if necessary, seek further clarification with the DEVB subject officer [AS(WP4)8, telephone no. 3509 7308].
- (4) Double check the correct references are inserted in the relevant spaces.

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[B: Matters related to the conditions of contract (*subtitle for internal reference only*)]

NTT B1 <i>Conditions of contract</i>	15.11.2023	
NTT B2 Constraints on <i>Project Manager's</i> power	15.11.2023	
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NTT B5 Assessment of Section Subject to Excision	15.11.2023	[<i>optional clause</i>]

Index		Last Update	Remarks
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NTT C4	Not used		
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NTT C6	Not used		
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NTT C10	Not used		
NTT C11	Employing Site Workers for the contract and payment of Site Workers' wages	15.11.2023	
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NTT C23 Limiting tiers of subcontracting	15.11.2023	

[**Remarks:** *Please be reminded to check the cross-reference with other parts of the tender and contract documents are correct.*]

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A1 Location of tender box	
<p>*[The tender box (Government Secretariat Tender Box) is located at the Lobby of the Public Entrance on the Ground Floor, East Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong.]¹</p> <p>*[The tender box (Public Works Tender Box) is located in Room 503 on the 5th Floor, Low Block, Queensway Government Offices, 66 Queensway, Hong Kong.]²</p>	<p>* Delete as appropriate.</p> <p>¹For tenders to be opened by the tender opening teams of the Central Tender Board. Any interim arrangement is subject to review and update by FSTB periodically. Project officers are required to check the latest arrangement.</p> <p>²For tenders to be opened by the tender opening teams of the Public Works Tender Board</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A2 Procedures for opening tenders	
Tenders will be opened by the tender opening team of the <i>[insert name of tender board]</i> at 12 noon on the date set for the close of tender or, if this has been extended, the extended date at <i>[insert location of tender box]</i> .	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A3 Pre-tender meeting <i>[optional clause]</i>	
<p>(1) The date, time and venue of the pre-tender meeting are as follows:</p> <p>Date:</p> <p>Time:</p> <p>Venue:</p> <p>(2) The tenderer shall make its own arrangement of the transportation for attending the pre-tender meeting.</p> <p>(3) The tenderer is required to complete the Reply Slip at Appendix <i>[insert reference]</i> to the Notes to Tenderers to confirm if it will attend the pre-tender meeting and nominate its representatives (not more than <i>[insert number]</i> persons) who will attend the pre-tender meeting. The completed Reply Slip is required to be submitted to the <i>Project Manager</i> designate by fax and post at the fax number and address stated in the Reply Slip by 5:00 p.m. on <i>[insert date]</i>.</p>	<p>WBTC No. 4/92</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A4 Clarifications from <i>*Project Manager / Supervisor</i> designate	
<p>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/Supervisor</i>] designate via the e-TS(WC) or, with prior written agreement of the [<i>*Project Manager/Supervisor</i>] designate, by email.</p> <p>[<i>*Project Manager/Supervisor</i>] designate: [<i>insert name</i>]</p> <p>Contact Person: [<i>insert name</i>]</p> <p>Telephone no: [<i>insert number</i>]</p> <p>Email address: [<i>insert email</i>]</p>	<p>Advice directing tenderers to submit any queries about the particulars of the tender documents to the [<i>*Project Manager/Supervisor</i>] designate preparing the tender documents (the contact telephone and fax numbers for enquiries should be included).</p> <p><i>* Delete as appropriate.</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A5 Check list for electronic submission	
<p>(1) Tenderers’ attention is drawn to General Conditions of Tender Clause GCT 4 which requires that tenders <u>must</u> be submitted in <u>electronic format via the e-TS(WC)</u>.</p> <p>(2) Pursuant to of General Conditions of Tender Clause GCT 2, by registering an account on the e-TS(WC), the tenderer is deemed to have accepted the Terms and Conditions of Use and Participation of the e-TS(WC) (available at [<i>insert hyperlink</i>]).</p> <p>(3) Pursuant to General Conditions of Tender Clause GCT 2, by downloading the EDP from the e-TS(WC), the tenderer is deemed to have accepted the Licence Conditions for the EDP at Appendix [<i>insert reference</i>] to the General Conditions of Tender.</p> <p>(4) The User Manual of the e-TS(WC) is available on the website [<i>insert hyperlink</i>].</p> <p>(5) A tenderer must register an account on the e-TS(WC) before it can download the EDP from the e-TS(WC). For the purpose of verifying the identify of a registered user, the e-TS(WC) may request the registered user to upload a genuine and valid Organisational e-Cert issued by a recognized certification authority as defined under Section 2 of the Electronic Transaction Ordinance (Cap. 553) in .p12 format, which shall comply with the requirements set out in the User Manual of the e-TS(WC).</p> <p>(6) Tenderers attention are drawn to the “Requirements for Tender Submission in Electronic Format” in Appendix [<i>insert reference</i>] to the General Conditions of Contract. In particular, the digital signing requirement in paragraph 4 therein.</p> <p>(7) Tenderers should check that all files required to be</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>submitted in the ESP are properly completed and in the required format and size for submission via the e-TS(WC).</p> <p>(8) Tenderers are reminded to acknowledge receipt of tender files by clicking the acknowledgement check box in the e-TS(WC) notwithstanding whether a tender is to be submitted.</p> <p>(9) In order to facilitate submission of tenders via e-TS(WC), the Government will set up a help kiosk with notebook computers and system support personnel at Room 1820, 18/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong for tenderer's use on the tender closing date (from 9 am to 12 noon). Tenderers may also make use of the help kiosk by appointment by giving one day's advance notice to the <i>Project Manager</i> designate via telephone no. <i>[insert number]</i>. The Government does not warrant the availability of the help kiosk or the accuracy, timeliness, usefulness and/or completeness of the service provided by the help kiosk. For general enquiries, please call 3997 1844. For technical support, please call 6310 9329. Both helpdesk hotlines are available from 9am to 6pm, Monday to Friday, excluding public holidays.</p> <p>(10) Samples, if requested, should be submitted separately to the issuing office inviting the tenders with the tender reference or contract number indicated clearly on the cover.</p> <p>(11) Please allow adequate time for the tender to be uploaded via e-TS(WC). The tender closing date will be a Friday, and the tender closing time is at the 12 noon time signal broadcasted by a local radio channel. <u>Late submission will not be accepted.</u></p> <p>(12) The tender closing date may be extended under the following circumstances:-</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>(a) If tropical cyclone signal No. 8 or above, or a black rainstorm warning signal is hoisted or if “extreme conditions after super typhoons” announced by the Government is in force at any time between 9 am and 12 noon on the tender closing date, the tender closing time will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. Saturday is not counted as a working day. The announcements on “extreme conditions after super typhoons” will be made via <u>press releases website</u> of the Information Services Department (http://www.info.gov.hk/gia/general/today.htm);</p> <p>(b) If there is a blockage of the public access to the location of the *Government Secretariat Tender Box / *Public Works Tender Box at any time between 9 am and 12 noon on the tender closing date, the Government will announce extension of the tender closing date and time until further notice. Following removal of the blockage, the Government will announce the extended tender closing date and time as soon as practicable. The announcements will be made via <u>press releases website</u> of the Information Services Department (http://www.info.gov.hk/gia/general/today.htm); or</p> <p>(c) If there is any other reason which in the Government’s view shall affect the close of tender, the Government will notify tenderers of the extension in tender closing date and time <u>via</u></p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p data-bbox="327 286 710 324"><u>the e-TS(WC) and/or emails.</u></p> <p data-bbox="183 376 930 790">(13) In determining the date and time on which a file is submitted via the e-TS(WC), the submission end time generated automatically by the e-TS(WC) which specifies when the transmission of the file through the e-TS(WC) was completed, shall be final and binding. Save for the aforesaid, any text, notice or message that appears on the e-TS(WC) which displays any date, time, time zone or time remaining for any tender submission to be filed, is for reference only and shall not be relied on by the tenderer.</p> <p data-bbox="183 846 930 1021">(14) Tenderers may rest assured that no person is allowed access to the tenders that have been submitted via the e-TS(WC) until after the closing time when they will be opened by authorised personnel.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A6 Check list for optional hard copy submission	
<p>(1) Tenderers' attention is drawn to General Conditions of Tender Clause GCT 4(4) that submission in <u>hard copy is optional</u>. Please note that the hard copy tender <u>will not be used</u> except in the circumstances provided in General Conditions of Tender Clause GCT 4(5).</p> <p>(2) If a tenderer opts to submit hard copy tender in addition to the electronic submission, before the tender is sealed and delivered to the *Government Secretariat Tender Box / *Public Works Tender Box, please check the following:</p> <p>(a) The hard copy of all files required to be Digitally Signed have been duly signed and the signature witnessed (if required) in accordance with GCT 4(4).</p> <p>(b) The envelope or cover holding the tender does not bear the name of the tenderer but the tender reference or contract number and the closing date should be shown on the cover.</p> <p>(3) Tender that is bulky should be wrapped properly with strong paper which is unlikely to break when the tender is being deposited in the Tender Box. The tender with a size exceeding 0.1m² and a thickness of more than 30cm should be separated into smaller parcels, each parcel to be properly labelled.</p> <p>(4) Please allow adequate time for the tender to be delivered to the *Government Secretariat Tender Box / *Public Works Tender Box. The Tender Box is closed on the tender closing date, which will be a Friday, as soon as the 12:00 noon time signal is broadcast by a local radio channel. <u>Late submission will not be accepted.</u></p> <p>(5) The tender closing date may be extended under the following circumstances:-</p>	<p>Interim measure allowing the tenderer to submit optional hard copy for 1 year from 1 July 2024 to 30 June 2025.</p> <p>* Delete as appropriate.</p> <p># Update the figure as appropriate.</p> <p>Please refer to Appendix 5.8 of Chapter 5 of the Project Administration Handbook).</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>(a) If tropical cyclone signal No. 8 or above or a black rainstorm warning signal is hoisted or if “extreme conditions after super typhoons” announced by the Government is in force at any time between 9 am and 12 noon on the tender closing date, the tender closing time will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. Saturday is not counted as a working day. The announcements on “extreme conditions after super typhoons” will be made via <u>press releases website</u> of the Information Services Department http://www.info.gov.hk/gia/general/today.htm).</p> <p>(b) If there is a blockage of the public access to the location of the *Government Secretariat Tender Box / *Public Works Tender Box at any time between 9 am and 12 noon on the tender closing date, the Government will announce extension of the tender closing date and time until further notice. Following removal of the blockage, the Government will announce the extended tender closing date and time as soon as practicable. The announcements will be made via <u>press releases website</u> of the Information Services Department http://www.info.gov.hk/gia/general/today.htm); or</p> <p>(c) If there is any other reason which in the Government’s view shall affect the close of tender, the Government will notify tenderers of the extension in tender closing date and time <u>via</u></p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p data-bbox="279 286 663 322"><u>the e-TS(WC) and/or emails.</u></p> <p data-bbox="172 376 882 600">(5) The tenderer may rest assured that no person is allowed access to the tender that has been deposited in the *Government Secretariat Tender Box / *Public Works Tender Box until after the closing time when they will be removed by authorized personnel.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A7 Changes in status of qualifications	
The tenderer should inform the Government in its tender submission of any factor which might affect its status of qualifications. The Government reserves the right to review the tenderer's qualified status in the light of any new information relevant to its qualifications.	Advice to tenderers to inform the Government of any factor which might affect the tenderer's qualified status (See SPR 330).

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A8 Regulating actions on inappropriate conducts	
Where the tenderer (i) is involved in any of the inappropriate conducts as described in paragraph [5.13.1 [#]] of the Contractor Management Handbook and which gives rise to reasonable suspicions as to its capability or integrity or (ii) fails or refuses to implement an accepted tender, regulating action may be taken against the tenderer in accordance with the terms of the Contractor Management Handbook .	DEVB memo ref. DEVB(W) 546/70/02 dated 10.2.2021 Advice to tenderers about regulating actions for withdrawal of tenders within the tender validity period, or failure or refusal to implement an accepted tender. [#] Check and update the paragraph number with reference to the prevailing version of the Contractor Management Handbook.

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT A9 Regulating action (serious incident or conviction for site safety or environmental offences)</p>	<p>This clause is only applicable if Marking Scheme Approach is used.</p> <p>Please refer to DEVB TCW No. 5/2023.</p> <p># Modify as appropriate.</p>
<p>Tenderers' attention is drawn to Clause [SCT 12][#] of the Special Conditions of Tender requiring a statement of “no conviction” or a statement of all convictions under the Factories and Industrial Undertakings Ordinance (Cap. 59), the Occupational Safety and Health Ordinance (Cap. 509), the Shipping and Port Control Ordinance (Cap. 313), the Merchant Shipping (Local Vessels) Ordinance (Cap. 548), the Air Pollution Control Ordinance (Cap. 311), the Noise Control Ordinance (Cap. 400), the Waste Disposal Ordinance (Cap. 354), the Water Pollution Control Ordinance (Cap. 358), the Dumping at Sea Ordinance (Cap. 466), the Ozone Layer Protection Ordinance (Cap. 403), the Land (Miscellaneous Provisions) Ordinance (Cap. 28), the Environmental Impact Assessment Ordinance (Cap. 499), and the Hazardous Chemicals Control Ordinance (Cap. 595). The statement needed takes no special form.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A10 Anti-collusion	
Tenderers' attention is drawn to the anti-collusion provisions in Clause GCT 26 of the General Conditions of Tender.	Please refer to DEVB memo ref. (02B6J-01-6) in DEVB(W) 510/10/01 dated 24.3.2011.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A11 Formula Approach <i>[optional clause]</i>	
<p>(1) Tenders will be evaluated in accordance with the formula approach at Appendix <i>[insert reference]</i>[#] to the Notes to Tenderers. Tenderers should note DEVB TC(W) No. 4/2014 and 4/2014A which set out the use of the Formula Approach for tender evaluation. Tenderers shall note that the Government is not bound to accept the tender with the highest overall score or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, the Government will take account of all relevant circumstances including the following :-</p> <ul style="list-style-type: none"> (i) The overall score; (ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the forecast total of the Prices in determining the ranking of the tenders, if the forecast total of the Prices/overall scores are very close; (iii) The effect of exceptionally high or low priced items; (iv) The tenderer's capability (financially, commercially and technically) in undertaking the contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty, the latest available information and reports reflecting serious shortfall in performance and the latest available information and reports relating to serious site safety or environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the contract 	<p>To be used for tender evaluation using Formula Approach.</p> <p>Please refer to DEVB TCW No. 4/2014 and 4/2014A. See also SDEV memos ref. DEVB(W) 546/84/01 dated 9.7.2021, DEVB(W) 510/30/01 dated 31.8.2022, DEVB(W) 546/84/01 dated 18.8.2023 and DEVB(W) 546/84/01 dated 10.11.2023.</p> <p>** for use in tenders which EMSTF is eligible to bid</p> <p># Insert as appropriate</p> <p>Net present value analysis is NOT applicable for NEC target contracts. Please replace sub-clause (1)(ii) as “not used” for NEC target contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p style="color: blue;">[**. For tenders submitted by EMSTF, the letters of “non-compliance” issued by the relevant regulatory authorities shall also be treated as conviction records];</p> <p>(v) The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender; and</p> <p>(vi)The interest of national security.</p> <p style="color: blue;">[Set out the details of the Stage I Screening and all the minimum requirements where applicable and the consequences of failing Stage I Screening.]</p>	
<p>Appendix [X]</p> <p style="text-align: center;">The Formula Approach to Tender Evaluation</p> <p>(1) The Formula Approach to tender evaluation takes into account the forecast total of the Prices and the tenderer’s past performance under public works contracts. With respect to each conforming tender, a combined price and performance (overall) score will be worked out in accordance with the formula below. Normally, the tender with the highest overall score should be recommended for acceptance, subject to the usual requirement that the procuring department is satisfied that the recommended tenderer is fully capable (including technically, commercially and financially) of undertaking the contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions.</p> $60 \times \frac{\text{the lowest forecast total of the Prices among those conforming tenders}}{\text{the forecast total of the Prices of the tenderer}}$	

Notes to Tenderers

Clause	Remarks/Guidelines		
<p style="text-align: center;"> $+ 40 \times \frac{\text{the tenderer's performance score}}{\text{the highest performance score among those conforming tenders}}$ </p> <p>Forecast total of the Prices is subject to correction rules as stipulated in Clause [<i>insert reference</i>] of the General Conditions of Tender.</p> <p>Conforming Tender</p> <p>(2) For the purpose of calculation using the formula above, a conforming tender means a tender which</p> <p>(a) conforms to the essential requirements of the tender documentation; <i>*and</i></p> <p>(b) is submitted by a tenderer which complies with the conditions of participation <i>*/ *; and</i></p> <p><i>*(c) has passed the Stage I Screening where applicable.</i></p> <p>A conforming tender with abnormally low or high tendered total of the Prices or which is considered unsuitable for recommendation for the award of the contract (such as financially, commercially or technically incompetent) remains to be a conforming tender.</p> <p>Performance Score</p> <p>(3) The “performance score” in the above formula will be worked out in accordance with the formulae below.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%; padding: 5px;">For cases where “training rating” is</td> <td style="padding: 5px;">Performance score = “performance rating” +</td> </tr> </table>	For cases where “training rating” is	Performance score = “performance rating” +	<p style="color: blue; font-style: italic;">* Delete as appropriate.</p>
For cases where “training rating” is	Performance score = “performance rating” +		

Notes to Tenderers

Clause		Remarks/Guidelines
not applicable	“safety rating” + merit/demerit point for safety	
For cases where “training rating” is applicable	Performance score = “performance rating” + “safety rating” + “training rating” + merit/demerit point for safety	
<p>(4) In case “training rating” is applicable, the full mark of the “performance score” will be increased from 111 (i.e. 100 for “performance rating” , 10 for “safety rating” and 1 for merit/demerit point for safety) to 112 or 113 (with an addition of 1 or 2 mark for “training rating”).</p> <p><u>(A) Performance rating</u></p> <p>(5) The “performance rating” means the performance rating held in the DEVB’s Contractors’ Performance Index System (CMIS) on the original date set for the return of tenders or, if this has been extended, the extended date. The maximum rating in the CMIS is 100.</p> <p>(6) If a tenderer has been enlisted by way of substitution, the performance rating of this tenderer as recorded in the CMIS will take into account the past performance of the previous contractor.</p> <p>(7) If a tenderer does not have a rating on the particular date, it shall be assigned an average performance rating based on the performance ratings of the other tenderers who have submitted a conforming tender. In cases where the only conforming tenderer does not / all the conforming tenderers do not have any</p>		

Notes to Tenderers

Clause	Remarks/Guidelines
<p>performance rating on the particular date, the tenderer(s) concerned will be given a performance rating of 50% of the maximum rating.</p> <p><i>Joint venture</i></p> <p>(8) The “performance rating” of a joint venture tenderer shall be evaluated as the higher of either –</p> <ul style="list-style-type: none"> (i) the weighted average of the performance ratings of the participants or shareholders in the joint venture in accordance with their percentage participation; or (ii) the performance rating attained by the lead participant or major shareholder in the joint venture provided that the lead participant or major shareholder has a percentage participation of at least 70%; and that- <ul style="list-style-type: none"> (I) all the other participants or shareholders are in the same Category as the lead participant or major shareholder and on the confirmed or probationary status of the same Group as the lead participant or major shareholder (where the lead participant or major shareholder is a confirmed contractor); or (II) all the other participants or shareholders are in the same Category as the lead participant or major shareholder and on probationary status of the same Group or on confirmed status of a Group lower than that of lead participant or major shareholder (where the lead participant or major shareholder is a probationary contractor). <p>Where contractors not on the List of Approved Contractors for Public Works or contractors of more than</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
<p>one Category are invited to tender, only the method in (i) above is applicable in evaluation of performance rating of a joint venture tenderer.</p> <p>(9) For the purpose of evaluation using the method in paragraph 8(i) above, if a participant/shareholder in a joint venture has no performance rating, it will not be given any performance rating and its percentage participation shall be excluded from the calculation of the performance rating of the joint venture tenderer under paragraph 8(i). For example, if joint venture tenderer A is composed of 3 participants X, Y and Z with 30%, 30% and 40% shares respectively. If participant X has a performance rating of 60, participant Y has a performance rating of 50 and participant Z has no performance rating, the performance rating for the joint venture tenderer A shall be $(60 \times 0.3 + 50 \times 0.3)/(0.3 + 0.3) = 55$. If none of the participants/shareholders in this joint venture has any performance rating, the performance rating of this joint venture tenderer shall be calculated in accordance with paragraph 7 above by considering this joint venture tenderer being a tenderer as described in that paragraph.</p> <p><u>(B) Safety rating</u></p> <p><i>Calculation of safety rating</i></p> <p>(10) The “safety rating” is worked out from the past accident rates under public works contracts as per the accident and records of man-hours worked kept in DEVB’s PWP Construction Site Safety & Environmental Statistics (PCSES) for three 12-month periods fixed by reference to the original date set for the close of tender or, if this has been extended, the extended date, according to paragraphs 11 to 16 below.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines																																																																																																																																														
<p>(11) The three 12-month periods shall end on the last day of the calendar month immediately preceding the dates being 2 months (1st 12-month period), 14 months (2nd 12-month period) and 26 months (3rd 12-month period) respectively counting back from but excluding the original date set for the close of tender or, if this has been extended, the extended date. A table showing the three 12-month periods and measuring dates for tender closing dates is given below for illustration purpose.</p> <p><small>Example to illustrate the three 12-month periods and measuring dates for tender closing dates</small></p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <thead> <tr> <th rowspan="3" style="font-size: 7px;">The original date set for the close of tender, or if this has been extended, the extended date being a date falling within the following period</th> <th colspan="3" style="font-size: 7px;">First 12- Month Period</th> <th colspan="3" style="font-size: 7px;">Second 12- Month Period</th> <th colspan="3" style="font-size: 7px;">Third 12- Month Period</th> </tr> <tr> <th rowspan="2" style="font-size: 7px;">From</th> <th rowspan="2" style="font-size: 7px;">To</th> <th rowspan="2" style="font-size: 7px;">Measuring Date</th> <th rowspan="2" style="font-size: 7px;">From</th> <th rowspan="2" style="font-size: 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<p>(12) The following formula shall be used for calculating the accident rates for the concerned 12-month periods: -</p> $\text{Accident Rate} = \frac{(\text{No. of non-fatal reportable accidents} \text{ Note 1 in the period}) + (\text{No. of fatal accidents in the period})}{\text{Total no. of man-hours worked in the period}/100,000 \text{ man-hours}}$ <p>Note 1 Reportable accidents mean those accidents resulting in an injury with incapacity for more than three days and all fatal accidents.</p>																																																																																																																																															
<p>(13) For “safety rating”, the maximum total is 10 for the total of the three 12-month periods. The first, second</p>																																																																																																																																															

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<p>and third 12-month periods have a maximum rating of 5, 3 and 2 respectively. Each tenderer's safety rating is worked out by reference to the table below and shall be the sum of the three ratings corresponding to the three 12-month periods.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th rowspan="2" style="text-align: left; padding: 5px;">Tenderer's Accident Rate[@]</th> <th colspan="3" style="text-align: center; padding: 5px;">Rating</th> </tr> <tr> <th style="text-align: center; padding: 5px;">1st 12-month</th> <th style="text-align: center; padding: 5px;">2nd 12-month</th> <th style="text-align: center; padding: 5px;">3rd 12-month</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">accident rate \leq 25% of the limit #</td> <td style="text-align: center; padding: 5px;">5</td> <td style="text-align: center; padding: 5px;">3</td> <td style="text-align: center; padding: 5px;">2</td> </tr> <tr> <td style="padding: 5px;">25% of the limit < accident rate \leq 50% of the limit</td> <td style="text-align: center; padding: 5px;">3.75</td> <td style="text-align: center; padding: 5px;">2.25</td> <td style="text-align: center; padding: 5px;">1.5</td> </tr> <tr> <td style="padding: 5px;">50% of the limit < accident rate \leq 75% of the limit</td> <td style="text-align: center; padding: 5px;">2.5</td> <td style="text-align: center; padding: 5px;">1.5</td> <td style="text-align: center; padding: 5px;">1</td> </tr> <tr> <td style="padding: 5px;">75% of the limit < accident rate \leq 100% of the limit</td> <td style="text-align: center; padding: 5px;">1.25</td> <td style="text-align: center; padding: 5px;">0.75</td> <td style="text-align: center; padding: 5px;">0.5</td> </tr> <tr> <td style="padding: 5px;">accident rate > 100% of the limit</td> <td style="text-align: center; padding: 5px;">0</td> <td style="text-align: center; padding: 5px;">0</td> <td style="text-align: center; padding: 5px;">0</td> </tr> </tbody> </table> <p>[@] The unit of accident rate is number of accident per 100,000 man-hours worked.</p> <p>[#] The limit of accident rate currently set by DEVB is 0.6.</p> <p>(14) If a tenderer does not have an accident rate for a particular 12-month period (on the ground of no man-hour worked for that period), the accident rate to be used for that period shall be the average of accident rates for the other two periods. If a tenderer has an accident rate for one of the three 12-month periods only, that accident rate shall be used for calculating the safety rating for the other two 12-month periods.</p> <p>(15) For a tenderer without any accident rate for the</p>	Tenderer's Accident Rate [@]	Rating			1 st 12-month	2 nd 12-month	3 rd 12-month	accident rate \leq 25% of the limit #	5	3	2	25% of the limit < accident rate \leq 50% of the limit	3.75	2.25	1.5	50% of the limit < accident rate \leq 75% of the limit	2.5	1.5	1	75% of the limit < accident rate \leq 100% of the limit	1.25	0.75	0.5	accident rate > 100% of the limit	0	0	0	
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<p>past three 12-month periods, its safety rating shall be the average safety rating attained by the other tenderers with a safety rating who have submitted a conforming tender.</p> <p>(16) In cases where the only conforming tenderer does not/all the conforming tenderers do not have any accident rate for the past three 12-month periods, the tenderer(s) concerned will be given a safety rating of 50% of the maximum rating.</p> <p><i>Joint venture</i></p> <p>(17) The safety rating of a joint venture tenderer shall be the weighted average (in accordance with their percentage participation) of the safety ratings of the individual participants or shareholders which shall each be calculated in accordance with paragraphs 11 to 14 above.</p> <p>(18) If a participant/shareholder in a joint venture does not have an accident rate for the past three 12-month periods, it will not be given any safety rating and its percentage participation shall be excluded from the calculation of the safety rating of the joint venture tenderer under paragraph 17.</p> <p>(19) If none of the participants/shareholders in a joint venture has any accident rate for the past three 12-month periods, the safety rating of this joint venture tenderer shall be calculated in accordance with paragraphs 15 - 16 above by considering this joint venture tenderer being a tenderer as described in those paragraphs.</p>	

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<p>(20) In calculating the accident rates of each participant/shareholder of a past/existing joint venture contract, the accident rates of the whole joint venture contract shall be used and attributed to the participant/shareholder irrespective of its share of the work in the past/existing joint venture contract.</p> <p><i>Accident rates for tenders with or without involvement of Contractors of the Buildings Category</i></p> <p>(21) For tenders invited from contractors of the Buildings category, the accident rates for completed and on-going contracts in the Buildings category only will be used in the calculation of the accident rates, hence the safety ratings for the assessment of tenders. For tenders invited from contractors from any category/categories other than the Buildings category, the accident rates for completed and on-going contracts in non-Buildings categories (i.e. all other categories) will be used. For tenders invited from contractors in more than one category including the Buildings category, the accident rates for all completed and on-going contracts in all categories will be used.</p> <p><u>(C) Training rating**</u></p> <p>(22) The full mark for training rating shall be [X]^{###}.</p> <p>(23) The “training rating” of a tenderer is worked out based on its past records of training workers to skilled/semi-skilled levels in public works contracts via joining the collaborative training schemes (including Contractor Collaborative Training Scheme (CCTS), Intermediate Tradesman Collaborative Training Scheme (ITCTS) (formerly called Construction Tradesman Collaborative Training Scheme (CTS)), Advanced Construction Manpower Training Scheme (ACMTS) and Construction Industry Council Approved Technical</p>	<p>For open tendering, departments should decide whether the accidents rates for all completed and on-going contracts in Buildings category, non-Buildings categories or all categories will be used.</p> <p>** The “training rating” shall be incorporated in the Formula Approach as well as the Standard Marking Scheme for evaluating tenders invited from Group C contractors. In the case of open tendering, or where tenders are invited from contractors other than Group C contractors enlisted in any category of the List of Approved Contractors for Public Works, the</p>

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<p>Talents Training Programme (CICATP) administered by the Construction Industry Council (CIC) in the stated period, and its manpower deployment in public works contracts in the same period.</p> <p>(24) The “training rating” shall be calculated using the below formula –</p> $\text{Training rating (Max = full mark)} = \text{full mark} \times \frac{\text{Training score in the stated period}}{\text{Total “man-year” worked in the stated period} / 20}$ <p>(25) For a tenderer who (i) does not have any total “man-year” worked in the stated period; or (ii) has total “man-year” worked below 20 and a training score of “0” in the stated period; or (iii) is not a Group C contractor ^{Note 2} in the stated period, its training rating shall be the average training rating attained by other tenderers with a training rating who have submitted a conforming tender.</p> <p>^{Note 2} In the context of training rating, a Group C contractor means a Group C contractor enlisted in any category of the List of Approved Contractors for Public Works.</p>	<p>“training rating” shall also be incorporated in the Formula Approach and the Standard Marking Scheme for evaluating tenders if the department has assessed that not less than 80% of potential tenderers would be Group C contractors enlisted in any category of the List of Approved Contractors for Public Works so that the past performance assessment criterion in connection with the provision of on-the-job training to workers could be meaningfully adopted and put to use.</p> <p>[X]^{##}, i.e. the full mark, shall be determined as follows:-</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Estimated Forecast Total of the Prices</th> <th style="padding: 5px;">Value of X</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">> \$1 billion</td> <td style="padding: 5px;">1</td> </tr> <tr> <td style="padding: 5px;">≤ \$1 billion</td> <td style="padding: 5px;">2</td> </tr> </tbody> </table>	Estimated Forecast Total of the Prices	Value of X	> \$1 billion	1	≤ \$1 billion	2
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<p>(26) In cases where the only conforming tenderer/each of all the conforming tenderers (i) does not have any total “man-year” worked in the stated period; or (ii) has total “man-year” worked below 20 and a training score of “0” in the stated period; or (iii) is not a Group C contractor in the stated period, the tenderer(s) concerned will be given a training rating of 50% of the full mark.</p> <p><i>Training score</i></p> <p>(27) The training score of a tenderer should be worked out using the number of workers trained as detailed below –</p> <ul style="list-style-type: none"> (i) 1 training score for each of his CCTS or ITCTS trainees in public works contracts who: (a) is registered as the registered semi-skilled worker of the trained trade under the Construction Workers Registration Ordinance (Cap. 583) (CWRO); or (b) has passed the end-of-training assessment under CCTS or ITCTS if such trade has no corresponding trade division under CWRO, or if CWRO does not allow registration of registered semi-skilled worker for the corresponding trade division, during the stated period; (ii) 2 training scores for each of his ACMTS or CICATP trainees in public works contracts who has passed CIC’s mid-term assessment of ACMTS or CICATP for the trained trade during the stated period; (iii) 2 training scores for each of his ACMTS or CICATP trainees in public works contracts who is registered as the registered skilled worker of the trained trade under CWRO during the stated period; and 	

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<p>(iv) 0 training score if none of the above applies.</p> <p>(28) To cope with the characteristics of the construction industry that most of the skilled workers are employed by sub-contractors, CCTS, ITCTS, ACMTS or CICATP trainees employed and trained by sub-contractors in a public works contract will be counted as the trainees under the main contractor for the purpose of calculating the training rating. A trainee will be counted as receiving training under a public works contract so long as such contract is stated, in the trainee’s application form for joining the collaborative training schemes, as the public works contract under which the trainee will mainly receive training. Such information will be duly reflected in CIC’s Collaborative Training Schemes Statistics System (CTSSS).</p> <p>(29) The tenderers’ training records under CCTS, ITCTS, ACMTS and CICATP to be used for calculating “training rating” are kept in CIC’s CTSSS accessible via CIC’s website at http://www.cic.hk/ctsss. The training score of a tenderer should be worked out based on paragraph 27 above, using the number of workers trained by the tenderer as recorded in the CTSSS.</p> <p><i>Total “man-year” worked</i></p> <p>(30) The total “man-year” worked of a tenderer shall be equal to the total “man-day” worked for all public works contracts of the tenderer in the stated period kept in the PCSES, divided by 295 work days per year.</p> <p><i>Stated period</i></p> <p>(31) The stated period shall be 36 months ending on the last day of the calendar month immediately</p>	

Notes to Tenderers

Clause	Remarks/Guidelines																															
<p>preceding the dates being 2 months counting back from but excluding the original date set for the close of tender, or if this has been extended, the extended date.</p> <p>(32) For tenderer who is not a Group C contractor of any category immediately preceding the start date of the stated period, the stated period for such tenderer shall start on the first date of the calendar month immediately following the earliest date on which the tenderer becomes a Group C contractor. An example is provided below for illustration purpose.</p> <div style="text-align: center;"> </div> <p>(33) The following examples are provided to illustrate the calculation of training rating.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>(A)</th> <th>(B)</th> <th>(C)</th> </tr> <tr> <th></th> <th>Total "man-year" worked in the stated period</th> <th>Training score in the stated period</th> <th>Training rating (see Note 2) $= \text{Full Mark (FM)} \times \frac{(B)}{(A)/20}$</th> </tr> </thead> <tbody> <tr> <td>Example 1</td> <td>40</td> <td>1</td> <td>= FM x 1/(40/20)</td> </tr> <tr> <td>Example 2</td> <td>40</td> <td>2</td> <td>= FM x 2/(40/20)</td> </tr> <tr> <td>Example 3 (see Note 1)</td> <td>453</td> <td>11</td> <td>= FM x 11/(453/20)</td> </tr> <tr> <td>Example 4</td> <td>0</td> <td>N/A</td> <td rowspan="2">= average of other conforming tenderers with a training rating</td> </tr> <tr> <td>Example 5</td> <td>15 (i.e. <20)</td> <td>0</td> </tr> <tr> <td>Example 6</td> <td>5</td> <td>1</td> <td>= FM x 1/(5/20) = 4 FM but capped by FM</td> </tr> </tbody> </table> <p>Note:</p> <ol style="list-style-type: none"> Example 3 illustrates the average situation of active Group C contractors in 2016. In case $\frac{(B)}{(A)/20}$ is larger than 1, it shall be taken as 1 only, i.e. the "training rating" shall be capped by the Full Mark. Similarly, for the case of joint venture tenderers, the "training rating" shall be capped by the Full Mark for each participant or shareholder before calculating the weighted average. <p>Joint venture</p>		(A)	(B)	(C)		Total "man-year" worked in the stated period	Training score in the stated period	Training rating (see Note 2) $= \text{Full Mark (FM)} \times \frac{(B)}{(A)/20}$	Example 1	40	1	= FM x 1/(40/20)	Example 2	40	2	= FM x 2/(40/20)	Example 3 (see Note 1)	453	11	= FM x 11/(453/20)	Example 4	0	N/A	= average of other conforming tenderers with a training rating	Example 5	15 (i.e. <20)	0	Example 6	5	1	= FM x 1/(5/20) = 4 FM but capped by FM	
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Example 6	5	1	= FM x 1/(5/20) = 4 FM but capped by FM																													

Notes to Tenderers

Clause	Remarks/Guidelines
<p>(34) For joint venture tenderers -</p> <p>(i) A “specified participant/shareholder” in a joint venture means a participant/shareholder who -</p> <p style="padding-left: 40px;">(a) does not have any total “man-year” worked in the stated period;</p> <p style="padding-left: 40px;">(b) has total “man-year” worked below 20 and a training score of “0” in the stated period;</p> <p style="padding-left: 40px;">or</p> <p style="padding-left: 40px;">(c) is not a Group C contractor in the stated period.</p> <p>(ii) Subject to paragraphs (iii) and (iv) below, the training rating of a joint venture tenderer shall be the weighted average (in accordance with their percentage participation) of the training ratings of its participants or shareholders which shall each be calculated in accordance with paragraphs 23 to 33 (excluding 25 & 26) above.</p> <p>(iii) If a participant(s)/shareholder(s) in a joint venture is a specified participant/shareholder, it will not be given any training rating and its percentage participation shall be excluded from the calculation of the training rating of the joint venture tenderer under paragraph (ii) above.</p> <p>(iv) If all the participants/shareholders in a joint venture are specified participants/shareholders, the training rating of this joint venture tender shall be calculated in accordance with paragraphs 25-26 above by considering this joint venture tenderer being a tenderer as described in those paragraphs.</p> <p>(35) The following table illustrates the calculation of the training rating for joint venture tenderer.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines																																			
<table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="5" style="text-align: center;">Status of JV participant / shareholder (see Note)</th> <th rowspan="2" style="text-align: center;">Training rating of ABCDE joint venture</th> </tr> <tr> <th style="text-align: center;">A</th> <th style="text-align: center;">B</th> <th style="text-align: center;">C</th> <th style="text-align: center;">D</th> <th style="text-align: center;">E</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">Weighted average of all participants / shareholders</td> </tr> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">NS</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Weighted average of A, B and C</td> </tr> <tr> <td style="text-align: center;">NS</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Training rating of A</td> </tr> <tr> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">S</td> <td style="text-align: center;">Average training ratings attained by other conforming tenderers with a training rating</td> </tr> </tbody> </table> <p style="margin-left: 20px;">Note: S – A specified participant/shareholder NS – Not a specified participant/shareholder</p> <p>(36) In calculating the training rating of each participant/shareholder of a past/existing joint venture contract, the training rating of the whole joint venture contract shall be used and attributed to the participant/shareholder irrespective of its share of the work in the past/existing joint venture contract.</p> <p>Merit / Demerit Point for Safety</p> <p>(37) The “merit/demerit point for safety” is dependent on (i) whether a tenderer has or may have caused or contributed (whether by act or omission) to any incident involving loss of life or incident involving serious bodily injury ^{Note 1} at a construction site ^{Note 2} in Hong Kong (hereinafter collectively referred to as “Serious Incident”) during the Relevant Period as defined in paragraph 39 below; and (ii) whether such tenderer held any on-going works contract during the Relevant Period.</p> <p style="margin-left: 20px;">Note 1 “Serious bodily injury” shall bear the same meaning as assigned to it under paragraph 10(g)(ii) of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p> <p style="margin-left: 20px;">Note 2 “Construction site” shall bear the same</p>	Status of JV participant / shareholder (see Note)					Training rating of ABCDE joint venture	A	B	C	D	E	NS	NS	NS	NS	NS	Weighted average of all participants / shareholders	NS	NS	NS	S	S	Weighted average of A, B and C	NS	S	S	S	S	Training rating of A	S	S	S	S	S	Average training ratings attained by other conforming tenderers with a training rating	
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S	S	S	S	S	Average training ratings attained by other conforming tenderers with a training rating																															

Notes to Tenderers

Clause				Remarks/Guidelines
<p>meaning as defined in paragraph 10(a) of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update.</p> <p>(38) The merit/demerit point for safety applicable to a tenderer under different situations is as follows:</p>				
Situation	The tenderer has or may have caused or contributed to a Serious Incident during the Relevant Period	The tenderer held an on-going works contract during the Relevant Period	Merit / Demerit Point for Safety (mark)	
I	No	Yes	+1	
II	No	No	Note 3	
III	Yes (not involving any loss of life)	Yes or No	-0.5	
IV	Yes (involving loss of life) [Note 4]	Yes or No	-1	
<p>Note 3 Merit / Demerit Point for Safety for a tenderer falling within Situation II shall be the average mark obtained by all conforming tenderer(s), excluding those who fall within Situation II.</p> <p>Provided that if the only conforming tenderer falls / all conforming tenderers fall within Situation II, +0.5 mark will be given to it/them. For the avoidance of doubt, a participant or shareholder of a joint venture tenderer is not regarded as a conforming tenderer.</p> <p>Note 4 For the avoidance of doubt, if a tenderer has or</p>				

Notes to Tenderers

Clause	Remarks/Guidelines
<p>may have caused or contributed to a Serious Incident involving any loss of life, it will be considered as falling within Situation IV, regardless whether the tenderer has or have caused or contributed to any other Serious Incident not involving any loss of life.</p> <p>(39) For the purpose of assessing the merit/demerit point for safety:</p> <p>(i) Relevant Period means the period between and inclusive of the two dates below:-</p> <p style="padding-left: 40px;">(a) the first day of the 14th calendar month immediately preceding the calendar month in which the original date set for close of tender is in or, if this has been extended, the extended date; and</p> <p style="padding-left: 40px;">(b) the last day of the 3rd calendar month immediately preceding the calendar month in which the original date set for close of tender is in or, if this has been extended, the extended date.</p> <p>(ii) A tenderer is regarded as having or may be having caused or contributed to a Serious Incident during the Relevant Period if:</p> <p style="padding-left: 40px;">(a) According to the information provided by Labour Department or other relevant government departments as described in paragraph 13 of DEVB TC(W) No. 5/2023 dated 28 July 2023 or any subsequent update, the tenderer was involved in a Serious Incident occurred during the Relevant Period; and</p> <p style="padding-left: 40px;">(b) On the basis of the aforesaid information,</p>	<p style="text-align: right;">^ The procuring departments shall refer</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>DEVB consider that the tenderer has or may have caused or contributed to the Serious Incident in any capacity whatsoever, including but not limited to main contractor and subcontractor at any tier^.</p> <p>(iii) A tenderer is regarded as holding an on-going works contract during the Relevant Period if:-</p> <p>(a) The tenderer is acting in the capacity of the main contractor or is a participant/shareholder of a joint venture acting in the capacity of a main contractor of a public or private works contract at any point of time during the Relevant Period;</p> <p>(b) The whole or part of the works under the said contract is to be or has been carried out in a construction site <small>See Note 2 above in</small> Hong Kong; and</p> <p>(c) The said contract has commenced on or before the last day of the Relevant Period and the works under the said contract as a whole (excluding Maintenance Period) have not been certified complete by the Engineer / Architect / Surveyor / Supervising Officer/ Authorised Person or other equivalent professionals before the Relevant Period commences or, in the case of term contract, the contract term has not yet expired before the Relevant Period commences.</p> <p>(40) A tenderer should provide sufficient documentary evidence of any on-going works contract</p>	<p>to the records kept in DEVB's Works Group Intranet Portal.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>held by it (e.g. articles of agreement, recent correspondences issued by the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person and the like for the contract). If a tenderer fails to demonstrate that it has one or more on-going works contract, its tender shall be assessed as if it held no on-going works contract during the Relevant Period.</p> <p><i>Joint venture</i></p> <p>(41) The merit/demerit point for safety for a joint venture tenderer shall, subject to paragraphs 42 and 43 below, be the weighted average (in accordance with their percentage participation) of the merit/demerit point for safety of its participants or shareholders which shall each be calculated in accordance with paragraphs 37 to 39 above.</p> <p>(42) If a participant/shareholder in a joint venture falls within Situation II in the table under paragraph 38, it will not be given any merit/demerit point for safety and its percentage participation shall be excluded from the calculation of the merit/demerit point for safety of the joint venture tenderer under paragraph 41.</p> <p>(43) If all participants/shareholders in a joint venture fall within Situation II in the table under paragraph 38, the merit/demerit point for safety of the joint venture tenderer shall be calculated as if it is a tenderer falling within Situation II in the said table.</p> <p>Obtain present value by discounting future payments</p> <p>(44) For tenders with a forecast total of the Prices, if the tendered sums or the overall scores of the tenders under consideration with highest overall scores are very</p>	<p>Net present value analysis is NOT applicable for NEC target contracts. Please replace paragraph (44) as “not</p>

Notes to Tenderers

Clause	Remarks/Guidelines
close (usually the three with the highest overall score), the procuring department should consider discounting future payments to obtain the present value and use the present value instead of the forecast total of the Prices in determining the ranking of the tenders. This calculation exercise should only apply to those conforming tenders with the highest overall scores (usually the top three).	used” for NEC target contracts.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A12 Marking Scheme Approach <i>[optional clause]</i>	
<p>(1) Tenderers should note that tenders will be evaluated in accordance with the Marking Scheme at Appendix [x][#] to the Notes to Tenderers. Tenderers should note DEVB TC(W) No. 4/2014 and 4/2014A which set out the use of Marking Scheme Approach for tender evaluation. Tenderers shall note that the Government is not bound to accept the tender with the highest overall score or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, the Government will take account of all relevant circumstances including the following :-</p> <ul style="list-style-type: none"> (i) The overall score; (ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the forecast total of the Prices in determining the ranking of the tenders, if the forecast total of the Prices/overall scores are very close; (iii) The effect of exceptionally high or low priced items; (iv) The tenderer's capability (financially, commercially and technically) in undertaking the contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty, the latest available information and reports reflecting serious shortfall in performance and the latest available information and reports relating to serious site safety or environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the contract [** For tenders submitted by EMSTF, the letters of “non- 	<p>To be used for tender evaluation using Marking Scheme Approach.</p> <p>Please refer to DEVB TCW No. 4/2014 and 4/2014A. See also SDEV memos ref. DEVB(W) 546/84/01 dated 9.7.2021, DEVB(W) 510/30/01 dated 31.8.2022, DEVB(W) 546/84/01 dated 18.8.2023 and DEVB(W) 546/84/01 dated 10.11.2023.</p> <p><i>* Delete as appropriate</i></p> <p><i>** For use in tenders which EMSTF is eligible to bid</i></p> <p><i># Insert as appropriate</i></p> <p>Net present value analysis is NOT applicable for NEC target contracts. Please replace sub-clause (1)(ii) as “not used” for NEC target contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p style="color: blue;">compliance” issued by the relevant regulatory authorities shall also be treated as conviction records]; *</p> <p>(v) *The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender; and</p> <p>(vi) The interest of national security.</p> <p>(2) Tenderers are required to make a Technical Submission in accordance with Clause GCT 4 of the General Conditions of Tender, which will be taken into account in the tender evaluation. The submissions on technical resources and technical proposals shall form part of the contract. The tendered total of the Prices submitted in the tender, subject to the correction(s) in accordance with Clause [GCT 11][#] of the General Conditions of Tender where appropriate, is deemed to be inclusive of the execution of the <i>works</i> in accordance with the tender submissions on technical resources and technical proposals. Tenderers shall ensure that it is legally and physically possible to execute the <i>works</i> in accordance with the tender submissions on technical resources and technical proposals. Should the <i>Contractor</i> for any reason be unable to adhere to the tender submissions on technical resources and technical proposals, any cost savings to the <i>Contractor</i> arising therefrom shall be determined by the <i>Project Manager</i> and deducted from the Prices in accordance with ACC Clause [II:2][#]. Tenderers’ attention is drawn to ACC Clause [II:2][#].</p> <p>(3) The respective weights for price and technical score are 60/40[@]. The overall score for each conforming tender is determined according to the formula below.</p>	<p style="text-align: center;">Option A – “Price to Technical</p> <p>[@] Price to Technical Weighting for Works Tender:-</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>Normally, the tender with the highest overall score would be recommended for acceptance subject to the requirement that the procuring department is satisfied that the recommended tenderer is fully (including technically, commercially and financially) capable of undertaking the contract, and that the recommended tender is the most advantageous to the Government in accordance with the tender provisions.</p> 60^{a} $\times \frac{\text{the lowest forecast total of the Prices among those conforming tenders}}{\text{the forecast total of the Prices of the tenderer}}$ $+ 40^{\text{a}}$ $\times \frac{\text{the tenderer's technical score}}{\text{the highest technical score among those conforming tenders}}$ <p>Forecast total of the Prices is subject to correction rules as stipulated in Clause [GCT 11][#] of the General Conditions of Tender.</p> <p>(4) For the purpose of calculation using the formula above, a conforming tender means a tender which</p> <p>(a) conforms to essential requirements of the tender documentation;</p> <p>(b) is submitted by a tenderer which complies with the conditions of participation;</p> <p>(c) has passed the Stage I Screening; and</p> <p>(d) in respect of its Technical Submission, has satisfied the passing marks requirements.</p> <p>A conforming tender with abnormally low or high tendered total of the Prices or a conforming tender</p>	<p>Weighting” at 50/50: For contracts with a high technical content that: (i) require contractors’ specialized input (e.g. design of certain critical parts of the works); and (ii) entail highly complex functional requirements, and/or require construction methodology involving specialized plant/equipment with special constrains (e.g. delivery programme, site/environmental constraints). Policy support from DEVB for the adoption of 50/50 weighting is required.</p> <p>Option B – “Price to Technical Weighting” at 60/40: For other contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>considered unsuitable for recommendation for the award of the contract (such as financially, commercially or technically incompetent) remains to be a conforming tender.</p> <p>(5) For tenders with a forecast total of the Prices, if the tendered sums or the overall scores of the top few tenders are very close (usually the three with the highest overall score), the procuring department should consider discounting future payments to obtain the present value and use the present value instead of the forecast total of the Prices in determining the ranking of the tenders. This calculation exercise should only apply to those conforming tenders with the highest overall scores (usually the top three).</p> <p>Appendix [X]</p> <p>MARKING SCHEME IN TENDER EVALUATION</p> <p><i>[Please disclose the full marking scheme including Stage I Screening where applicable. Disclose the weighting of each attribute in the technical evaluation, the marking standard and the assessment criteria and the formula in determining the overall score. The information provided should be similar to those shown in Appendix C1 in DEVB TC(W) No. 4/2014, as well as any additional qualification requirements on tenderers as part of the Stage I Screening and/or any criteria of assessment specific to the needs of the contract. The consequences of failing Stage I Screening should be clearly stated.]</i></p>	<p>Net present value analysis is NOT applicable for NEC target contracts. Please replace sub-clause (5) as “not used” for NEC target contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A13 Evaluation method for use in tenders which EMSTF may be a potential bidder <i>[optional clause]</i>	
<p>(1) Tenderers shall note that Government is not bound to accept the tender with the lowest forecast total of the Prices or any tender and may cancel the tender exercise on public interest ground. In considering the acceptance of a tender, Government will take account of all relevant circumstances including the following :-</p> <p>(i) The forecast total of the Prices;</p> <p>(ii) The effect of incident of payments by discounting future payments to obtain the present values and use the present values to substitute the forecast total of the Prices in determining the ranking of the tenders, if the forecast total of the Prices are very close;</p> <p>(iii) The effect of exceptionally high or low priced items;</p> <p>(iv) The tenderer's capability (financially, commercially and technically) in undertaking the contract. For the avoidance of doubt, matters such as bankruptcy, false declaration, lack of integrity, acts of dishonesty and frequency and seriousness of convictions relating to site safety and environmental incidents may be taken into account in determining whether a tenderer is fully capable of undertaking the contract. For tenders submitted by EMSTF, the letters of "non-compliance" issued by the relevant regulatory authorities shall also be treated as conviction records; and</p> <p>(v) The effect of erratic pricing determined in accordance with Clause GCT 14 of the General Conditions of Tender.</p>	<p>For use in tenders which EMSTF may be a potential bidder.</p> <p>DEVB memo. ref. DEVB(W) 510/10/01 dated 2.5.2014.</p> <p>Net present value analysis is NOT applicable for NEC target contracts. Please replace sub-clause (1)(ii) as "not used" for NEC target contracts.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A14 Assessment of EMSTF offer <i>[optional clause]</i>	
<p>(1) Tenderers should note that tenders are invited from contractors/suppliers* in both the private and public sectors including department(s) of the Government of the Hong Kong Special Administrative Region whose operation of the services is managed and accounted for by trading funds established pursuant to the Trading Funds Ordinance, Cap. 430 (hereafter referred to as “the relevant trading fund department”).</p> <p>(2) All tenders will be evaluated on a fair basis. Every effort has been and will be made by the Government to ensure that the relevant trading fund department would not undertake both the role of consultant and contractor in this tendering exercise and where appropriate, independent consultant has been or will be engaged for the preparation of the tender documents, assessment of tenders and subsequent monitoring on the performance of the contractor/supplier*.</p> <p>(3) The Electrical and Mechanical Services Trading Fund (EMSTF) may submit a tender for the contract. A code of conduct for staff of the Electrical and Mechanical Services Department seconded to other department(s) is also in place for the staff to observe to avoid conflict of interest and is available for inspection by tenderers.</p>	<p>Advice to tenderers about assessment of EMSTF’s (Electrical and Mechanical Services Trading Fund) offer (see SPR Appendix III(E)2, FC 7/2014 & WBTC No. 25/2001). This is to be used if Trading Fund is invited to tender.</p> <p><i>* Delete as appropriate.</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines								
NTT A15 Net present value analysis									
<p>(1) A programme for the purpose of conducting a net present value analysis in accordance with NTT [X][#] of the Notes to Tenderers is included in Appendix [X][#] of the Notes to Tenderers. This programme is for tender assessment use only and will not form part of the contract.</p> <p>(2) The cashflow discount *[rate/rates] to be used for the aforesaid net present value analysis shall be *[a% per annum/as follows :</p> <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Calendar Year</u></th> <th style="text-align: left;"><u>Cashflow</u> <u>Discount Rate (per annum)</u></th> </tr> </thead> <tbody> <tr> <td><i>[Current year</i></td> <td><i>x%</i></td> </tr> <tr> <td><i>[Next 4 years]</i></td> <td><i>y%</i></td> </tr> <tr> <td><i>[6th–10th year, if applicable]</i></td> <td><i>z%</i></td> </tr> </tbody> </table> <p>(3) The cashflow discount *[rate/rates] provided herein *[is/are] for tender assessment only and will not form part of the contract. The cashflow discount *[rate/rates] shall not be taken as the economic forecasts by the Government.</p> <p>(4) The Government makes no warranties, representations or statements (whether express or implied) of any kind whatsoever in relation to the programme and the cashflow discount *[rate/rates] provided herein or any part thereof, including any warranties, representations or statements in respect of the accuracy, completeness, appropriateness and/or sufficiency of the same.</p>	<u>Calendar Year</u>	<u>Cashflow</u> <u>Discount Rate (per annum)</u>	<i>[Current year</i>	<i>x%</i>	<i>[Next 4 years]</i>	<i>y%</i>	<i>[6th–10th year, if applicable]</i>	<i>z%</i>	<p>This is to be included for tenders with a forecast total of the Prices in conjunction with NTT A11 (1)(ii), NTT A12(1)(ii) and NTT A13 (1)(ii).</p> <p>Net present value analysis is NOT applicable for NEC target contracts.</p> <p>The programme should include some guidance notes on the allocation of preliminary costs and the contingencies (including provisional sums and contingency sums) throughout the contract period to be used in net present value (NPV) analysis.</p> <p>The cashflow discount rate/rates shall be based on the <u>real discount rate</u> (i.e. a%) for contracts with actual payment <u>subject to price fluctuation adjustment</u> or the <u>nominal discount rates</u> (i.e. x%, y% and z%) for contracts with actual payment <u>not subject to price fluctuation adjustment</u>, applicable on the first publication date of tender invitation or, where the tender invitation is not published⁺, the date of issuance of the tender invitation, as announced in Secretary for Financial Services and the Treasury’s memo to the departmental STA around March each year.</p> <p>For cashflow expressed in constant price (i.e. actual payment subject to price fluctuation adjustment), the real discount rate (i.e. a%) shall be used.</p> <p>For cashflow expressed in money-of-the-</p>
<u>Calendar Year</u>	<u>Cashflow</u> <u>Discount Rate (per annum)</u>								
<i>[Current year</i>	<i>x%</i>								
<i>[Next 4 years]</i>	<i>y%</i>								
<i>[6th–10th year, if applicable]</i>	<i>z%</i>								

Notes to Tenderers

Clause	Remarks/Guidelines
	<p>day price (i.e. actual payment not subject to price fluctuation adjustment), nominal discount rates (i.e. x%, y% and z%) shall be used.</p> <p>*[] - Project Offices should include the former for cashflow expressed in constant price and the latter for cashflow expressed in money-of-the-day price , and delete the one which is not applicable accordingly.</p> <p>+ The tender invitation is not published where prequalified tendering or single/restricted tendering is adopted.</p> <p>Please refer to DEVB memo ref. DEVB(W) 545/17/01 dated 19.4.2010</p> <p># Insert as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A16 Destruction of documents	
<p>Documents of unsuccessful tenderers may be destroyed *three months¹/three years² after the date the contract has been awarded.</p>	<p>Advice to tenderers that documents of unsuccessful tenderers will be destroyed at certain time after the date of the contract has been awarded and the agreement signed (See SPR 530).</p> <p>* Delete as appropriate</p> <p>¹ for tenders not covered by WTO GPA. ² for tenders covered by WTO GPA. (See DEVB TCW No. 2/2014)</p> <p>Before destruction, Project Offices are required to check whether on-going disputes may require retention of these documents as evidence. Please consult LAD(W) if in doubt.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A17 Bid challenge (WTO GPA) <i>[optional clause]</i>	
<p>(1) This tender is covered by the Agreement on Government Procurement of the World Trade Organization (WTO GPA) and the provisions of the WTO GPA will apply to this tender. Tenderers are requested to note that a Review Body on Bid Challenges (under WTO GPA) (“the Review Body”) has been set up by the Government to deal with challenges made against alleged breaches of the WTO GPA and the relevant procedures for handling bid challenges are set out in the Rules of Operation of the Review Body (“the Rules”), which are available for inspection at the Secretariat of the Review Body located at the Trade and Industry Department or which may be sent to the interested parties upon request. In the event that a tenderer believes that a breach of the WTO GPA had occurred, the tenderer may, within 10 working days after it knew or reasonably should have known the basis of the challenge, lodge a challenge to the Review Body on the alleged breaches of the WTO GPA. Nevertheless, the tenderer is encouraged to seek resolution of its complaint in consultation with the procuring department before lodging a complaint to the Review Body. In such instances, the procuring department shall accord impartial and timely consideration to any such complaint, in a manner that is not prejudicial to obtaining corrective measures through the Review Body.</p> <p>(2) Tenderers are also to note that the Review Body may receive and consider a late challenge but a challenge shall not be considered if it is filed later than 30 working days after the basis of the challenge is known or reasonably should have been known.</p>	<p>Advice to tenderers of the bid challenge system under the WTO GPA (see SPR Appendix III(E)1). Only needed for tenders governed by WTO GPA.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT A18 JV Proforma</p> <p>Tenderers' attention is drawn to Clause [SCT 5(4)]# of the Special Conditions of Tender requiring the submission of the JV Proforma. Tenderer shall note the following in completing the JV Proforma:</p> <p>For <u>each</u> category of works set out in the JV Proforma, the tenderer shall fill in the proposed value of works to be undertaken by each participant / shareholder in the joint venture, and each proposed value of works shall be inserted as a figure in the unit of Hong Kong dollar, otherwise the tender shall be rendered invalid. Any other descriptions, such as “jointly”, “fully integrated” etc. are not acceptable.</p> <p>The tenderer shall not add any additional category of works to, or amend or delete any category of works in the list of categories set out in the JV Proforma.</p> <p>The tenderer shall ensure that there are no uncategorised works for the purpose of filling in the JV Proforma. The value of those parts of the <i>works</i> that are not directly related to any category of works, e.g. preliminaries, personnel, insurance, safety etc. shall be distributed among the categories of works set out in the JV Proforma by the tenderer in such a way that the tendered total of the Prices in the JV Proforma tallies with the “tendered total of the Prices” inserted elsewhere in its tender e.g. the Grand Summary of <i>*activity schedules/*bills of quantities</i>, Form of Tender, and Contract Data Part two.</p> <p>The specific correction rules are set out in the JV Proforma.</p>	<p>Please refer to DEVB memo ref. (03487-01-1) in DEVB(W) 510/83/05 dated 31.12.2019.</p> <p># Insert appropriate reference.</p> <p>* Delete as appropriate.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A19 Pre-bid arrangement under Target Contract <i>[Optional clause]</i>	
<p>(1) The tenderer’s attention is drawn to the pre-bid arrangement in Clause SCT [18][#] of the Special Conditions of Tender and the tenderer shall comply with the requirements stated therein.</p> <p>(2) The tenderer’s attention is also drawn to the subcontracting arrangements in ACC Clause [V:5][#] and [Section VI][#] of the <i>additional conditions of contract</i>.</p> <p>(3) The tenderer shall not appoint the Subcontractor(s) proposed under Clause SCT [18][#] of the Special Conditions of Tender until the <i>Project Manager</i> has accepted it pursuant to NEC Clause 26 with amendments as detailed in [Section I][#] of the <i>additional conditions of contract</i>.</p>	<p>Optional clause applicable only for target contract which adopts pre-bid arrangement.</p> <p><i># Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A20 Eligibility to Tender and for the Award of Contracts Applicable to Confirmed Group [B]^{Note 1} Contractors	
Tenderers' attention is drawn to General Conditions of Tender Clause [31A] [#] on "Eligibility to Tender and for the Award of Contracts Applicable to Confirmed Group [B] ^{Note 1} Contractors".	DEVB memos ref. DEVB(W) 510/33/02 dated 31.8.2020 and 8.8.2022. [#] Insert as appropriate

Note 1 Insert the appropriate group as follows:

Contract	Group
Works contract (other than term contract) with pre-tender estimate more than the Group A tender limit but less than or equivalent to 110% of the Group A tender limit	Group A
Works contract (other than term contract) with pre-tender estimate more than the Group B tender limit but less than or equivalent to 110% of the Group B tender limit	Group B

Notes to Tenderers

Clause	Remarks/Guidelines
NTT A21 Estimates for Tender Price Index	
<p>Tenderer’s attention is drawn to Special Conditions of Tender Clause SCT [20][#] which requires the tenderer to submit Estimates for Tender Price Index (“ETPI”) with its tender. The ETPI is submitted to the <i>Client</i> for the purposes as stated in Special Conditions of Tender Clause SCT [20(4)][#] only and will not be used for tender assessment. Failure to submit the ETPI by the tenderer will NOT render its tender invalid. Tenderer’s attention is also drawn to ACC Clause [II:5][#] which requires the <i>Contractor</i> to submit the ETPI within two weeks of the <i>Project Manager</i>’s instruction.</p>	<p>This clause 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 Civil Engineering Works Tender Price Index (CEWTPI).</p> <p>Please refer to DEVB TC(W) No. 6/2017.</p> <p>[#] Insert as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT A22 Bonus for joint venture with listed contractor in lower group or with probationary status</p>	
<p>Tenderers shall note that the attribute “Bonus for joint venture with listed contractor in lower group or with probationary status” has been included under the attribute [(3)(c)]# of Section [(3)]# of Part [(A)]# of the marking scheme at Appendix [<i>insert reference</i>] to the Notes to Tenderers.</p> <p>Tenderer’s attention is drawn to the associated submission requirement under Special Conditions of Tender Clause SCT [21]#.</p> <p>Tenderer’s attention is also drawn to Special Conditions of Tender Clauses SCT [5(1)]# that each participant or shareholder in the joint venture shall be technically capable for that part of the <i>works</i> it undertakes. Tenderer’s attention is also drawn to Special Conditions of Tender Clauses SCT [5(5)]# and SCT [5(6)]# for circumstances under which a participant or shareholder in the joint venture will be considered as technically capable for that part of the <i>works</i> it undertakes.</p>	<p>DEVB’s memo ref. DEVB(W) 546/84/01 dated 18.8.2023.</p> <p>Applicable to tenders invited from Group C contractors of the List of Approved Contractors for Public Works only. Not applicable for open tendering or where tenders are invited from contractors other than Group C contractors enlisted in any category of the List of Approved Contractor for Public Works. Also not applicable for tenders invited from both Group B contractors and Group C contractors.</p> <p># <i>Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B1 <i>Conditions of contract</i>	
The <i>conditions of contract</i> of the contract are the core clauses and the clauses for main Option [X] [#] , secondary Options [X] ^{##} , W4 and Z of the HK Edition of NEC Engineering and Construction Contract (July 2023) published by Thomas Telford Limited, and include the <i>additional conditions of contract</i> .	[#] Insert main Option. ^{##} Insert secondary Option X; commonly used options include X1, X2, X5, X7, X11, X14, X16, X20 and X30.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B2 Constraints on <i>Project Manager's</i> power	
<p>(1) The tenderer's attention is drawn to the constraints on the <i>Project Manager's</i> powers set out in ACC Clause [III:1]#.</p> <p>(2) In addition to the above constraints, the <i>Project Manager</i> is also required under the terms of its appointment by the <i>Client</i> to:</p> <ul style="list-style-type: none"> (i) refer the details of every change to the Scope, including the reasons for the change and its estimated change to the Prices due to the associated compensation event, to the <i>Client</i> for information as soon as the change is ordered; (ii) refer the details of the evaluation to the <i>Client</i> for information as soon as the change to the Prices due to the compensation event associated with the change to the Scope has been determined; (iii) report to the <i>Client</i> all compensation events involving changes to the Prices and refer to the principles underlying its assessment of each compensation event to enable the <i>Client</i> to provide its view of the matter before the <i>Project Manager</i> reaches a decision; and (iv) report to the <i>Client</i> all compensation events involving delays to the Completion Date and Key Dates and, except for those delays solely in respect of inclement weather conditions, refer to the principles underlying its assessment of each compensation event to enable the 	<p>Please refer to WBTC Nos. 19/2000, 20/2000 and 16/2002, ETWB TCW Nos. 56/2002A and 6/2004, and DEVB TCW No. 5/2007</p> <p># Insert as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<i>Client</i> to provide its view of the matter before the <i>Project Manager</i> reaches a decision.	Add any other constraints as necessary and specified in the consultancy agreements other than the above.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B3 Contingency sums, provisional sums and forecast total of the Prices	
Tenderers' attention is drawn to the General Conditions of Tender Clause [GCT 35] [#] on the contingency sums, provisional sums and forecast total of the Prices.	# Insert as appropriate

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B4 Defined Cost, Fee, Prices, Prices for Work Done to Date and the <i>Contractor's</i> share	
Tenderers' attention is drawn to NEC Clauses 11.2(30), 50.3, *54.2A/54.6A and 63.6 with amendments as detailed in the [Section I] [#] of the <i>additional conditions of contract</i> for the definitions of the Fee, the Defined Cost, the Prices for Work Done to Date, the Prices, the *total/Total of the Prices and the <i>Contractor's</i> share.	<p>This clause is only applicable to Options C and D.</p> <p>* Delete as appropriate # Insert as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B5 Assessment of Section Subject to Excision <i>[optional clause]</i>	<p><i># Insert as appropriate</i></p> <p>DEVB memo ref. (02B2H-01-5) in DEVB(W) 510/10/01 dated 9.3.2011 is relevant.</p> <p>DEVB memo ref. (02BL7-01-02) in DEVB(W) 510/10/01 dated 12.4.2011 and memo ref. (027N7-01-2) in DEVB(W) 510/10/01 dated 29.6.2010 are also relevant.</p>
<p>Tenderers are advised that if, by the time a tender recommendation is made, the Government has decided not to proceed with the work contained within the Section Subject to Excision as defined in sub-clause (1) of ACC Clause [III:2][#], then the tendered price for the Section Subject to Excision shall be deducted from the forecast total of the Prices and the net value shall be taken for the purposes of tender evaluation.</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B6 <i>Client's power to reduce contingency sums for compensation events</i> <i>[optional clause]</i>	
Tenderers' attention is drawn to Special Conditions of Tender Clause [SCT 15] [#] on reduction of contingency sums for compensation events.	Please refer to DEVB memo ref. DEVB(W) 546/70/01 dated 8.8.2011. This clause is to be used where Special Condition of Tender Clause SCT 15 on " Reduction of contingency sums for compensation events " is included. # Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT B8 Advanced Payment under Capital Works Contracts	
Tenderers' attention is drawn to the provisions of NEC Clause X14 setting out the details of advanced payment to the <i>Contractor</i> and the repayment arrangement thereof.	Please refer to SDEV's memo ref. DEVB(W) 510/33/02 dated 14.2.2020, 5.3.2021 and 10.3.2022.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C1 Subcontractor Registration Scheme	
Tenderers' attention is drawn to ACC Clause [V:4] [#] requiring the engagement of subcontractors who are registered under the respective trades and groups available in the Registered Specialist Trade Contractors Scheme (RSTCS).	Please refer to DEVB memos ref. DEVB(W) 510/94/02 dated 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024. # Insert as appropriate

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C2 Payment for Subcontractor Management Plan	
<p>Tenderers' attention is drawn to Clause [GCT 20][#] of General Conditions of Tender, ACC Clause [V:2][#] and clause [X][#] of the Particular Specification requiring the submission and quarterly updating of the Subcontractor Management Plan (SMP) in the form and contents as prescribed in the contract. Tenderers' attention is also drawn to the requirement to monitor and ensure the implementation of and the compliance with the SMP.</p> <p>Tenderers should note that there are no separate items in the [<i>bill of quantities / activity schedule</i>] for "submission of Subcontractor Management Plan" and "quarterly updating of Subcontractor Management Plan". The prices in the [<i>bill of quantities / activity schedule</i>] shall cover, inter alia, the provision of implementation of and compliance with the SMP.</p>	<p>[#] Insert as appropriate</p> <p>Please refer to SDEV's memos ref. DEVB(W) 510/94/02 of 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024.</p> <p>* Delete or amend as appropriate</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C3 Details of Subcontractor Management Plan	
Tenderers' attention is drawn to the Appendix [X] [#] to ACC Clause [V:2] [#] on the scope and contents of Subcontractor Management Plan, including but not limited to the details of subcontract(s), the trade and group (if any) of the subcontractor under the Registered Specialist Trade Contractors Scheme and value of the subcontract(s).	[#] Insert as appropriate Please refer to SDEV's memos ref. DEVB(W) 510/94/02 of 4.12.2020, 11.1.2022, 17.6.2022, 1.12.2022, 1.2.2023, 6.9.2023 and 10.4.2024.

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C5 Early Warning Register	
<p>The tenderer should note that the matters to be included by the <i>Client</i> in the Early Warning Register are included in the Contract Data Part one. The tenderer should list the additional matters it wishes to include in the Early Warning Register in Contract Data Part two. The Early Warning Register will also include the risks which the <i>Project Manager</i> or the <i>Contractor</i> has notified as an early warning matter after the award of the contract in accordance with NEC Clause 11.2(8).</p>	

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C7 Systematic Risk Management <i>[optional clause]</i>	
<p>Tenderers should note that Systematic Risk Management in accordance with ETWB TCW No. 6/2005 and Risk Management User Manual has been carried out for the <i>works</i> of the contract and the risks that the <i>Contractor</i> is required to bear and be responsible for include but are not limited to those shown in the risk treatment plans attached in Appendix [X][#] of the Notes to Tenderers. Tenderers should note that the risks identified in the risk treatment plans are not exhaustive and are given for the tenderers' reference only. The risk treatment plans do not in anyway release the <i>Contractor</i> from any of its obligations under the contract. The risk treatment plans shall not form part of the contract.</p>	<p>Please refer to ETWB TCW No. 6/2005.</p> <p>Project Offices should list the relevant risks in the Contract Data Part one.</p> <p>[#] <i>Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C8 Professional indemnity insurance <i>[optional clause]</i>	
Tenderers' attention is drawn to ACC Clauses [VII:5] [#] regarding the professional indemnity insurance requirement in respect of <i>Contractor's</i> Design, Cost Savings Design and Temporary Works under the contract. Please also refer to DEVB TCW No. 9/2007 for details.	Please refer to DEVB TCW No. 9/2007. # Insert as appropriate

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C9 MTRC indemnity <i>[optional clause]</i>	
<p>Tenderers shall note that part of the <i>works</i> will take place within the Railway Protection Area and that the <i>Contractor</i> shall be required to complete and return to the MTR Corporation Limited an indemnity form and a letter of undertaking in accordance with clause [X][#] of the Particular Specification before being permitted to enter the Railway Protection Area. Tenderers shall approach MTR Corporation Limited to obtain the latest “Rate of Charge for Service/Information Provided by MTR Corporation Limited” and to include the same in the forecast total of the Prices submitted in the tender.</p>	<p>DEVB TC(W) No. 1/2019</p> <p># Please insert appropriate clause reference.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT C11 Employing Site Workers for the contract and payment of Site Workers' wages</p> <p>Tenderers' attention is drawn to clause [6.7][#] of the Scope provided by the <i>Client</i> requiring all Site Workers (as defined in ACC Clause [II:1][#]) engaged in the contract to be employed under written employment contracts with either the <i>Contractor</i> or its subcontractors (irrespective of the tiers) including Specialist Subcontractors. Self-employed persons shall be subject to other requirements of the contract. Tenderers' attention is also drawn to the new requirement and arrangement on payment of Site Workers' wages set out in Particular Specification Section [X][#]. In the event the <i>Contractor</i> or its subcontractors including Specialist Subcontractors fail to pay wages to their Site Workers, the <i>Client</i> may pay any wages in arrears to the Site Workers and recover the same from any monies due to the <i>Contractor</i> under the contract.</p>	<p># Insert as appropriate</p> <p>Please refer to DEVB memo ref. (02VKU-01-3) in DEVB(W) 510/17/01 dated 16.12.2016.</p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C13 Site cleanliness and tidiness – daily cleaning and weekly tidying <i>[optional clause]</i>	
<p>(1) Tenderers should note clause [13.2][#] of the Scope provided by the <i>Client</i> and clause [X][#] of the Particular Specification on “Site Cleanliness and Tidiness - Daily Cleaning and Weekly Tidying Up of the Site”. Separate items are stipulated in the <i>*bill of quantities/*activity schedule</i> for the cleaning and tidying up work of the Site, including Public Cleaning Areas which the <i>Contractor</i> is solely responsible for cleaning and have to be maintained open to the general public throughout the construction period. The Particular Specification shall be strictly enforced by the <i>Project Manager</i>.</p> <p>(2) Failure to perform satisfactorily on Daily Cleaning and Weekly Tidying as specified in the contract with non-payment for two consecutive Cleaning Days or Cleaning Week Days, OR more than two Cleaning Days or Cleaning Week Days in any rolling five Cleaning Days or Cleaning Week Days can result in a verbal warning which shall be recorded in writing. If performance is not improved, a written warning will be issued which will result in “Poor” rating in the item for “Cleanliness of Site” in the report on the <i>Contractor’s</i> performance. If the performance is still not improved, the <i>Project Manager</i> may, at his sole discretion, issue further verbal warning which shall be recorded in writing or issue further written warning which will result in “Very Poor” rating in the item for “Cleanliness of Site” in the report on the <i>Contractor’s</i> performance.</p>	<p>Please refer to DEVB TC(W) No. 8/2010 and DEVB memo ref. DEVB(W) 505/91/01 dated 17.5.2017.</p> <p><i>* Delete as appropriate</i></p> <p><i># Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT C14 Site uniform</p> <p>Tenderers should note that the <i>*rates/*prices</i> in the <i>*bill of quantities/ *activity schedule</i> shall be deemed to cover all works, services and obligations for or related to ensuring that all workers involved in site works wear site uniform when they are on the Site as specified in ACC Clauses [IV:9][#], and clause [X][#] of Particular Specification. There shall be no measurement or separate payment for any of such works, services or obligations. For enquiries on details of the anti-heat stress construction uniform, please contact the Procurement Department of the Construction Industry Council on 2100 9028 or the Assistant Secretary (Works Policies 1) 2 of the Development Bureau on 3509 8710.</p>	<p>Please refer to DEVB memo ref. DEVB(Trg) 133/3 (10) dated 23.1.2017.</p> <p>For Capital Works Contracts and Term Contracts with Construction Period of not less than 12 months.</p> <p><i># Insert as appropriate</i></p> <p><i>* Delete/Modify as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C15 Mandatory Construction Industry Collaborative Training Schemes (CICTS)	
Tenderers should note that the <i>*rates/*prices</i> in the <i>*bill of quantities/ *activity schedule</i> shall be deemed to cover all works, services and obligations for or related to the implementation of mandatory Construction Industry Collaborative Training Schemes as specified in clause [X] [#] of the Particular Specification. There shall be no measurement or separate payment for any such works, services or obligations.	Please refer to DEVB TC(W) No. 6/2019. <i>* Delete/Modify as appropriate</i> <i># Insert appropriate reference</i>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C16 Employment of Graduates of the Enhanced Construction Manpower Training Scheme (ECMTS) <i>[optional clause]</i>	
<p>Tenderers' attention is drawn to clause [6.5][#] of the Scope provided by the <i>Client</i> requiring the <i>Contractor</i> to, within 6 months from the <i>starting date</i> as notified by the <i>Project Manager</i>, employ for at least 12 months a minimum total number of ECMTS Graduates trained by the Construction Industry Council under its Enhanced Construction Manpower Training Scheme (ECMTS). ECMTS Graduates employed by its subcontractors to work on the Site in accordance with the provisions of clause [6.5][#] of the Scope provided by the <i>Client</i> shall be counted towards the said minimum total number.</p>	<p>Please refer to DEVB memo ref. DEVB(Trg) 133/4 (9) dated 7.12.2012.</p> <p>Applicable to all works contracts (except E&M contracts but including Design and Build as well as term contracts) with an estimated contract sum or estimated total expenditure of over \$200 million and with a construction period of 2 years or longer.</p> <p>[#] <i>Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C17 Pay for Safety Performance Merit Scheme <i>[optional clause]</i>	
<p>Tenderers shall note that besides the task-tied payment items for the <i>*Pay for Safety Scheme (PFSS)/*Pay for Safety and Environment Scheme (PFSES)</i>, performance-tied payment items for the newly introduced Pay for Safety Performance Merit Scheme (PFSPMS) are also included in the contract. Tenderers shall pay attention to ACC Clause [IV:6][#] on “Pay for Safety Performance Merit Scheme (PFSPMS)”, the Assessment Rules and the <i>incentive schedule</i> for Performance-tied Payment Items of the PFSPMS in Appendix [X][#] to the Contract Data Part one and Section [X][#] of the Particular Specification regarding “Particular Specification for Site Safety”^{**} for the operation of the PFSPMS.</p>	<p>Please refer to DEVB memo ref. (02LSV-01-1) in DEVB(W) 516/70/03 dated 22.11.2013.</p> <p>* <i>Delete as appropriate</i> ** <i>Amend as appropriate</i> # <i>Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C18 Tree preservation <i>[optional clause]</i>	
Tenderers should note that clause [X] [#] of the Particular Specification requires the <i>Contractor</i> to assign a competent member of the site supervisory staff to oversee and supervise the tree works under the contract, and that such a person should possess the practical experience as required under clause [X] [#] of the Particular Specification.	Please refer to DEVB TC(W) No. 4/2020. [#] Insert as reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C19 Tree pruning works <i>[optional clause]</i>	
Tenderers should note that clause [X] [#] of the Particular Specification requires the <i>Contractor</i> to assign worker(s) with relevant qualification to undertake tree pruning works involving the use of chainsaw.	Please refer to DEVB memo ref. (36) in L/M to DEVB(GLTM) 302/5/1 dated 17.12.2014. [#] Insert appropriate reference

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C20 Environmental management <i>[optional clause]</i>	
<p>Tenderers should note clause [12.1][#] of the Scope provided by the <i>Client</i> on “Environmental Management Plan” and the Particular Specification on “Environmental Management” for minimising nuisances and waste generation from the <i>works</i>. In addition, tenderers should note that all non-road based construction machinery powered by diesel fuel working on the contract should use B5 diesel (i.e. 5% biodiesel blended with 95% Euro V diesel) in accordance with clause [][#] of the Particular Specification for B5 diesel.</p>	<p>Please refer to ETWB TCW No. 19/2005, with subsequent amendment in June 2006 Please refer to SDEV's memo dated ref. DEVB(W) 810/17/02 dated 8.1.2016.</p> <p>[#] <i>Insert as appropriate</i></p>

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C21 Use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation <i>[optional clause]</i>	
Tenderers should note clause [12.3] [#] of the Scope provided by the <i>Client</i> on the use of non-road mobile machinery approved under the Air Pollution Control (Non-road Mobile Machinery) (Emission) Regulation.	Please refer to DEVB TC(W) No. 1/2015. For capital works contracts with an estimated contract value exceeding \$200M. [#] Insert as appropriate.

Notes to Tenderers

Clause	Remarks/Guidelines
<p>NTT C22 Provision of temporary electricity and water supply to <i>*Working Areas/*Site</i></p> <p>[Version A]</p> <p>Tenderers’ attention is drawn to Particular Specification clause [X][#] on provisions of electricity and water supply to the <i>*Working Areas/*Site</i> and the application arrangement for temporary electricity and water supply.</p> <p style="text-align: center;">or</p> <p>[Version B]</p> <p>Tenderers should note that the <i>Client</i> has already made applications and settled the respective fees for the supply of temporary electricity and water supply to the <i>*Working Areas/*Site</i>, with details as more particularly set out in Appendix [see below]. The electricity cable and water mains laying works are in progress.</p> <p>Appendix [...]</p> <p>a) Electricity cables and water mains under the applications by the <i>Client</i> will be laid up to the boundary of <i>*Working Areas/*Site</i>, including WAXX and WAYY [To insert identification of sites concerned]. The electricity load and size of water mains to each of these <i>*Working Areas/*Site</i> being applied for are set out in the tables below and the respective alignments and connection points are shown in Plan(s) XX [To insert layout plans showing the indicative cable and water main alignment].</p>	<p>Please refer to DEVB TC(W) No. 13/2020.</p> <p>* Delete/Modify as appropriate.</p> <p># Insert appropriate reference.</p> <p>Version A – for situation that cables/water mains laying works for electricity and water supply are anticipated to be completed before the scheduled date of site possession.</p> <p>Version B – for situation that cables/water mains laying works for electricity and water supply may not be able to be completed before the scheduled date of site possession.</p>

Notes to Tenderers

Clause		Remarks/Guidelines
*Working Areas/Site	Temporary electricity load (Amp)	
e.g. WAXX	e.g. 400	
e.g. WAYY	e.g. 400	
*Working Areas/Site	Size of water mains (Nominal diameter in mm)	
e.g. WAXX	e.g. 200	
e.g. WAYY	e.g. 100	
<p>b) Upon completion of laying the electricity cables, the <i>Contractor</i> shall submit an application to the respective power company, together with a written authorization letter, if required, issued by the <i>*Project Manager/*Supervisor</i> authorizing the <i>Contractor</i> to make use of the relevant connections for temporary electricity supply to the <i>*Working Areas/*Site</i>.</p>		
<p>c) The <i>Contractor</i> shall submit an application¹ to the Water Supplies Department, together with a written authorization letter, if required, issued by the <i>*Project Manager/*Supervisor</i> authorizing the <i>Contractor</i> to make use of the relevant connections for temporary water supply to the <i>*Working Areas/*Site</i>.</p>		
<p>Note 1: WSD accepts application from the Contractor before completion of water mains laying works.</p>		

Notes to Tenderers

Clause	Remarks/Guidelines
NTT C23 Limiting tiers of subcontracting	
The tenderers' attention is drawn to the provisions under ACC Clause [V:3] [#] which impose certain restrictions on subcontracting.	Please refer to SDEV's memo ref. DEVB(W) 510/17/01 dated 19.4.2021. [#] Insert as appropriate