

Examples of assessments under GCC Clause 50(1)(b)(v)

Scenario One :	The drawings show an assumed rockhead level based on which the provisional quantity of rock excavation is determined in the Bills of Quantity.	
Situation 1	Quantity based on assumed information in the drawing	1000 units
	Provisional quantity listed in the Bills of Quantity	200 units
	Actual quantity remeasured on site	1000 units
Intension	Total change in quantity is 800 (1000 - 200) units. No Extension of Time shall be provided due to this change.	
Situation 2	Quantity based on assumed information in the drawing	1000 units
	Provisional quantity listed in the Bills of Quantity	1000 units
	Actual quantity remeasured on site	2000 units
Intension	Total change in quantity is 1000 (2000 - 1000) units. Extension of Time for this change shall be provided.	
Situation 3	Quantity based on assumed information in the drawing	1000 units
	Provisional quantity listed in the Bills of Quantity	200 units
	Actual quantity remeasured on site	2000 units
Intension	Total change in quantity is 1800 (2000 -200) units. No extension of Time for the change from 200 to 1000. Extension of Time shall be provided for the change from 1000 to 2000.	
Scenario Two	Specifications requires the formation for pavement and structures shall be compacted at completion. An item in the Bills of Quantity shall be provided according to the Standard Method of Measurement.	
Situation 1	Quantity implied from the Contract	1000 units
	Quantity omitted in the Bills of Quantity	
	Actual quantity remeasured on site	1000 units
Intension	No Extension of Time shall be provided.	
Situation 2	Quantity implied from the Contract	1000 units
	Quantity described as firm quantity in the B of Q	200 units
	Errors discovered in the firm quantity	800 units
Intension	No Extension of Time shall be provided.	
Situation 3	Quantity implied from the Specifications	1000 units

	Quantity described as provisional quantity in the B of Q	200 units
	Actual quantity remeasured on site	1000 units
Intension	No Extension of Time shall be provided.	
Scenario Three	Specification requires width of road reinstatement shall be the trench width plus minimum 300 mm or the full lane width as directed by the Engineer.	
Situation 1	Quantity implied from the Specification	unclear but minimum 1000 units
	Provisional quantity listed in the B of Q	200 units
	Actual quantity remeasured on site	1000 units
Intension	No Extension of Time.	
Situation 2	Quantity implied from the Specification	unclear but minimum 1000 units
	Provisional quantity listed in the B of Q	1000 units
	Actual quantity remeasured on site	2000 units
Intension	Extension of Time shall be provided for the change in quantity of 1000 units (2000 - 1000)	
Situation 3	Quantity implied from the Specification	Unclear but minimum 1000 units
	Provisional quantity listed in the B of Q	200 units
	Actual quantity remeasured on site	2000 units
Intension	No Extension of Time for the change in quantity from 200 units to 1000 units. Extension of Time shall be provided for the change from 1000 units to 2000 units.	

NOTE FOR TENDERERS

1. This is a lump sum contract with part remeasurement. The General Conditions of Contract to be used are the Government of Hong Kong General Conditions of Contract for Civil Engineering Works, 1993 edition with Special Conditions of Contract. Those items in the Bills of Quantities that are subject to remeasurement are stated as being measured "provisional".

Special Conditions of Contract

Definitions

General Conditions of Contract Clause 1 is amended by replacing the meaning of "Contract" and that of "Contract Sum" by the following:-

"Contract Sum" means the sum offered by the Contractor and accepted by the Employer for the execution of the Works at the date of acceptance of the Tender for the Works.

"Contract" means the Articles of Agreement, the Tender and the acceptance thereof by the Employer, Drawings, General Conditions of Contract, Special Conditions of Contract if any, Specification and priced Bills of Quantities or Schedule of Rates.

Documents mutually explanatory

General Conditions of Contract Clause 5 is amended by replacing paragraph (a) in the proviso to sub-clause (2) with the following:-

- (a) errors in firm quantities or work shown on the Drawings or described in the Specification but not measured in the Bills of Quantities shall be dealt with in accordance with Clause 59;

Sufficiency of Tender

General Conditions of Contract Clause 14 is deleted and replaced by the following:-

The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of his Tender for the Works and of the rates stated in the priced Bills of Quantities or the Schedule of Rates, if any, which rates shall, except in so far as it is otherwise provided in the Contract, cover all his risks, liabilities and obligations set out or implied in the Contract and all matters and things necessary for the proper execution of the Works.

Extension of Time

General Conditions of Contract Clause 50 is amended by replacing sub-clause (1)(b)(v) with the following:-

- (v) a substantial increase in the quantity of any item of work as compared with that set out in the Bills of Quantities or where any such item is not measured or is erroneously measured in the Bills of Quantities by reference to the Drawings or the Specification, as compared with that ascertainable from the Drawings or the Specification not resulting from a variation ordered under Clause 60, or

**Bills of
Quantities and
Measurement**

General Conditions of Contract Clause 59 is deleted and replaced by the following:-

- (1) When Bills of Quantities are included in the Contract, the quality and quantity of the work included in the Contract Sum is deemed to be that which is set out in the Bills of Quantities, which Bills, except where any statement in the Bills of Quantities expressly shows to the contrary, shall be deemed to have been prepared and measurements shall be made according to the procedures set forth in the Method of Measurement stated in the Preamble to the Bills of Quantities.
- (2) Any error in description in the Bills of Quantities or omission therefrom shall not vitiate the Contract nor release the Contractor from the execution of the whole or any part of the Works according to the Drawings and Specification or from any of his obligations or liabilities under the Contract.
- (3) The quantities in the Bills of Quantities are firm except where described as provisional. Only provisional quantities, variations ordered in accordance with Clause 60, work which is shown on the Drawings or described in the Specification but not measured in the Bills of Quantities and errors discovered in firm quantities shall be measured.

Provided that there shall be no rectification of any error, omission or wrong estimate in any description, quantity or rate inserted by the Contractor in the Bills of Quantities.

- (4) (a) Variations ordered in accordance with Clause 60, work shown on the Drawings or described in the Specification but not measured in the Bills of Quantities or the rectification of any error in firm quantities shall be valued in accordance with Clause 61. Provisional quantities shall, subject to (b) of this sub-clause, be valued at the rates stated in the Bills of Quantities. The total of the priced provisional quantities shall be deducted from the Contract Sum and in lieu thereof shall be added the value of works measured in respect of the provisional quantities.

- (b) If the execution of work in respect of any item for which a provisional quantity is stated in the Bills of Quantities (other than the daywork schedule if any) results in the actual quantity of work executed being substantially greater or less than that stated in the Bills of Quantities and if in the opinion of the Engineer such increase or decrease of itself shall render the rate for the item unreasonable or inapplicable, the Engineer shall determine an appropriate increase or decrease of the rate for the item using the Bills of Quantities rate as the basis for such determination and shall notify the Contractor accordingly.

- (5) When Bills of Quantities are not included in the Contract the quality and quantity of the work included in the Contract Sum is deemed to be that which is shown on the Drawings or described in the Specification. The Contractor shall provide a fully priced and detailed Schedule of Rates with approximate quantities showing the build-up of the Tender. When any provisional quantity is included in the Contract by the Employer the item shall be valued at the rate in the Schedule. Variations shall be valued at the rates included in the Schedule in accordance with Clause 61.
 - (6) (a) When any part of the Works is required to be measured under sub clause (3) of this Clause the Engineer shall inform the Contractor who shall forthwith attend or send a representative to assist the Engineer in making such measurement and shall furnish all particulars required. Should the Contractor not attend or neglect or omit to send such representative then the measurement made or approved by the Engineer shall be taken to be the correct measurement of the work.

 - (b) For the purpose of measuring such permanent work as is to be measured by records and drawings the Engineer's Representative shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall within 14 days attend to examine and agree such records and drawings with the Engineer's Representative and shall sign the same when so agreed and if the Contractor does not so attend to examine and agree any such records and drawings they shall be taken to be correct.

- (c) If after examination of such records and drawings the Contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the Contractor shall, within 14 days of such examination, lodge with the Engineer for a decision by the Engineer a statement in writing of the respects in which such records and drawings are claimed by the Contractor to be incorrect.

- (7) The measurement and valuation of the work required to be measured under sub-clause (3) of this Clause shall be completed by the Engineer within a 30-day period which period, unless otherwise stated in the Contract, shall commence on the date of issue of the maintenance certificate and the Contractor shall be informed of the result of such measurement and valuation and effect shall be given to such measurement and valuation in the calculation of the Final Contract Sum.

Interim and
final payments,
Retention
Money and
interest

Sub-clause (1)(b) of the General Conditions of Contract Clause 79 shall be replaced by the following:-

- (b) the estimated value of any Temporary Works or preliminary item for which a separate sum is provided in the Bills of Quantities or the Schedule of Rates.

**AMENDMENTS OF THE STANDARD METHOD
OF MEASUREMENT FOR CIVIL ENGINEERING WORKS (1992 EDITION)**

Para. 1(a) of Part I of the SMM shall be replaced by :

"Bills of Quantities" means a list of items giving brief identifying descriptions and the quantities measured in accordance with this document in respect of the work to be performed.

Para. 1(c) of Part I of the SMM shall be deleted.

Para. 1 of Part II of the SMM shall be replaced by the following :

"The Bills of Quantities are intended in the first instance to give information upon which tenders can be obtained. The quantities in the Bills of Quantities are firm except where described as provisional. When a contract has been entered into, measurement and valuation of the work required to be measured under the Contract performed shall be carried out by reference to the priced Bills of Quantities in the manner stated in the Contract."

Para. 3 of Part III (Rules of Preparing Bills of Quantities) of the SMM shall be replaced by :

Quantities 3(a) Unless required otherwise by the nature of the work or directed otherwise by a measurement rule in the Method of Measurement, the quantities shall accurately represent the work to be executed and shall be regarded as firm. Where quantities cannot be accurately measured, the respective item in the Bills of Quantities shall be marked as "provisional".

- (b) The quantities shall be computed net from the Drawings or Specification, unless otherwise stated in the Contract, and no allowance shall be made for bulking, shrinkage or waste. Quantities may be rounded up or down where appropriate. Fractional quantities are not generally necessary but, where required, should not be given to more than one place of decimals.

GOVERNMENT OF HONG KONG

CONTRACT NO. _____ OF 19_____

TITLE

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ 199__ BETWEEN THE GOVERNMENT OF HONG KONG (hereinafter referred to as "the Employer") of the one part and _____ of _____ (hereinafter referred to as the "Contractor") of the other part. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

WHEREAS the Employer is desirous of having the Works executed in accordance with the Conditions of Contract, the Form of Tender and the Acceptance thereof, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

AND WHEREAS the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained :

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Engineer in accordance with the Conditions of Contract, the Form of Tender and the Acceptance thereof, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

2. The Contractor shall execute the Works within the period stipulated in the Form of Tender or within such further time as may be determined by the Engineer in accordance with the provisions of the Contract.

3. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.

4. The Engineer for this Contract shall be:

(a) SIGNED, SEALED and DELIVERED by the Contractor in the presence of

* _____

witness _____

or

(b) THE COMMON SEAL of the Contractor was

hereunto affixed in the presence of
*
witness _____

or

(c) SIGNED, SEALED and DELIVERED for and on behalf of and as lawful attorney of the Contractor under power of attorney dated

by * _____
witness _____

SIGNED, SEALED and DELIVERED for and on behalf of the Employer by

* _____

(Name and appointment of the officer) in the presence of
*
witness _____

Notes :

- (a) For use where an individual contractor is a sole proprietor or where all partners of a firm execute.
- (b) For use where a contractor which is a limited company executes under its common seal.
- (c) For use where a contractor, whether a firm or a limited company, executes through an attorney.

* Name to be inserted in block capitals.

CONDITIONS OF TENDER FOR LUMP SUM CONTRACT

GOVERNMENT OF HONG KONG

..... DEPARTMENT

CONDITIONS OF TENDER

Part A : General Conditions of Tender

1. The following documents are issued to tenderers :
 - (a) Two copies of booklet(s) containing :
 - (i) These Conditions of Tender,
 - * (ii) Special Conditions of Tender,
 - (iii) Form of Joint Venture Guarantee,
 - (iv) Form of Tender,
 - * (v) Special Conditions of Contract,
 - * (vi) Particular Specification,
 - * (vii) *Plant and Labour Schedule/*Equipment Schedule,
 - * (viii) Bills of Quantities,
 - * (ix) Schedule of Proportions to be used in calculating the Price Fluctuation Factor,
 - * (b) One set of drawings as listed in Particular Specification Clause,
 - (c) One duplicate copy of the Form of Tender.

2. The following documents are not issued to tenderers :
- (a) Documents already made available to contractors on the Lists of Approved Contractors for Public Works, namely :
 - (i) General Specification,
 - (ii) Standard Method of Measurement,
 - (iii) Articles of Agreement,
 - (iv) General Conditions of Contract,
 - (v) Nominated Sub-contract Conditions, [See Note 1]
 - (vi) Construction Site Safety Manual (Chapter 3),
 - (vii) Lands and Works Branch Model Arbitration Rules/Domestic Arbitration Rules.
 - * (b) Drawings as listed in Particular Specification Clause
- These documents may be inspected, by appointment, at the *Engineer designate's office/*office of the Chief Engineer/..... during normal office hours. The Engineer designate for this Contract is
- (c) The "Index numbers of the costs of labour and selected materials used in Government contracts" applicable to those items included in the Schedule of Proportions for fluctuation calculation. These and subsequent Index Figures are published in the Hong Kong Government Gazette.

3. The following documents shall be enclosed in a sealed envelope, addressed, endorsed and deposited as required by the *Gazette Notification/*Letter of Invitation to Tender :
- (a) One copy of the booklet referred to at 1(a) above with :
 - (i) The Form of Tender fully completed, signed, witnessed and dated,
 - (ii) The Bills of Quantities fully priced as to each item, extended, cast and totalled as appropriate,
 - * (iii) Column 3 in the Schedule of Proportions to be used in calculating the Price Fluctuation Factor completed,
 - * (iv) * Plant and Labour Schedule/*Equipment Schedule completed.
 - (b) the duplicate copy of the Form of Tender fully completed, signed, witnessed and dated.
 - (c) any other submissions that are required by the General and Special Conditions of Tender. [See Note 2]

4. Any tenderer who is in List I or List II in any Category in the Lists of Approved Contractors for Public Works shall submit with his tender a statement certified by his Managing Director giving the following information :
 - (a) a list of current contracts held with Government and the private sector including the Housing Department, both as main contractor or sub-contractor,
 - (b) the approximate value of uncompleted works on each of the contracts at (a),
 - (c) the approximate time required to complete each of the contracts at (a).
5. Any drawings issued are to be returned to the Engineer designate's Office after submission of the tender.
6. Any unauthorised alteration or erasure or obliteration to the text of the documents may cause the tender to be disqualified.
7. The tenderer shall check the numbers of pages of all documents against page numbers given in summaries, and should he find any discrepancy or indistinctness, he must inform the Engineer designate.
8. Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the Engineer designate.
9. Any qualification of the tender may cause the tender to be disqualified.
10. In the event of a tenderer discovering an error in his tender after it has been deposited, attention in writing may be drawn to the error and an amendment submitted which, provide that the amendment shall have been deposited before the time fixed for receipt of tenders, shall be accepted.
11. Should it be found on examination of a tender that the tenderer has made mistakes in the Bills of Quantities, the mistakes will be corrected in accordance with the current Works Branch Technical Circular on examination of tenders.
12. Unless otherwise provided, the tender shall be in Hong Kong dollars.

NOTES :

1. The documents referred to in Clauses 2(a)(i) to 2(a)(v) should be described in the Particular Specification with the full titles and editions, e.g. 'Government of Hong Kong, General Conditions of Contract for Civil engineering Works, (1993 Edition)'.
2. Submissions required from tenderers, other than those stated in GCT, should be stated in the Special Conditions of Tender, or the Special Conditions of Tender should refer to where the details are given e.g. Particular Specification Clause (X). The contractual status of these submissions is to be defined.

FORM OF TENDER FOR LUMP SUM CONTRACT

GOVERNMENT OF HONG KONG

..... DEPARTMENT

CONTRACT NO.

(Title of Contract)

FORM OF TENDER (ENGINEERING)

NOTES :

- (1) The Appendix forms part of the Contract.
- (2) If a tender is being made by a partnership or an unincorporated body, the names and residential addresses of all partners should be given in the spaces provided below.
- (3) In all cases, the tenderer must give the number and date of the business registration certificate here :

Number :

Date :

- (4) The duplicate of this form must be submitted with the tender.

**To : The Chairman,
Central Tender Board
Central Government Offices (East Wing)
Hong Kong

Having inspected the Site, examined the Drawings, Conditions of Contract, Specification and Bills of Quantities for the execution of the above-named Works, I/we offer to construct, complete and maintain the whole of the said Works in conformity with the said Drawings, Conditions of Contract, Specification and Bills of Quantities for the sum of Dollars (\$.....) or such sum as may be ascertained in accordance with the Conditions of Contract (hereinafter referred to as "the said Conditions").

- ** Where the tenders are to be submitted to a tender board other than the Central Tender Board, type in the name and the address of the tender board in lieu of that of the Central Tender Board.
- #2. If my/our Tender is accepted I/we will when required,
- ++(a) deposit with the Director of Accounting Services, Hong Kong Government, as security of the due performance of the Contract a sum of \$....., such deposited sum to be returned to me/us in accordance with the said Conditions, or
- ++(b) with the approval of the Employer obtain the guarantee of a Bank or Insurance Company [to be approved by the Employer] to be jointly and severally bound with me/us in a sum of \$... for the due performance of the Contract under the terms of a Bond in accordance with the said Conditions.
3. I/We agree to abide by this Tender for the period of ***..... days from the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
4. Unless and until a formal Agreement is prepared and executed this Tender together with the Written acceptance thereof by the Employer subject to the provisions of clause 3 hereof shall constitute a binding contract between us.
5. I/We understand that the Employer is not bound to accept the lowest or any tender he may receive.
- # This item may be deleted in accordance with WBTC 19/92.
- ++ Clause 2(a) or 2(b) to be deleted by the tenderer.
- *** To be filled in by the tenderer unless specified.