

General Conditions of Tender

Index

GCT 1	Definitions
GCT 2	Documents issued
GCT 3	Relevant documents not issued
GCT 4*	Submission of tender (Formula approach)
GCT 4*	Submission of tender (Marking Scheme)
GCT 5	Financial information
GCT 6	Unauthorised alterations
GCT 7	Discrepancies in the documents
GCT 8	Clarification of documents
GCT 9	Qualification of tender
GCT 10	Errors in tender submission
GCT 11	Correction rules for tender errors
GCT 12	Tenders in HK dollars
GCT 13	Tender negotiation
GCT 14	Erratic pricing
GCT 15	Tender addenda
GCT 16	Tender clarifications
GCT 17	Unreasonably low bids
GCT 18	Site investigation information
GCT 19	Copyright
GCT 20	Management of sub-contractors
GCT 21	Submission of essential requirements
GCT 22	Contractors under suspension
GCT 23	Alternative tenders or designs uninvited
GCT 24	Offering Gratuities
GCT 25	Submission of further information
GCT 26	Anti-collusion
GCT 27	Statement of convictions under the Immigration Ordinance (Cap. 115)
GCT 28	Statement of convictions under the Employment Ordinance (Cap. 57)
GCT 29	One tender only for holding companies or subsidiaries
GCT 30	Admission, Promotion and Confirmation to the List of Approved Contractors
GCT 31	Ethical Commitment
GCT 32	Tender Cost
Amendment Sheet	

* alternatives

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 1 Definitions	
<p>For the purpose of these General Conditions of Tender and Special Conditions of Tender, words and expressions used throughout shall, except when the context otherwise requires, have the same meaning assigned to them under Clause 1(1) of the General Conditions of Contract. In addition, the following words and expressions shall have the meaning hereby assigned to them:</p> <p>(a) “Engineer/Architect/Maintenance Surveyor designate” means ____#</p> <p>(b) “unincorporated joint venture”, “participant”, “incorporated joint venture” and “shareholder” shall bear the same meanings as those given in paragraph 6 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 50/2002 on Contractors’ Joint Venture.</p>	<p># Full description of the “Engineer/Architect/Maintenance Surveyor designate” (including full name or, as the case may be, full description of the post and name of the current holder of the post, address, telephone number and fax number) should be given in the definition.</p>
GCT 2 Documents issued	
<p>The following documents are issued to tenderers:</p> <p>(a) One copy of booklet containing:</p> <p>(i) These Conditions of Tender comprising the General Conditions of Tender and the Special Conditions of Tender,</p> <p>* (ii) Special Conditions of Contract,</p> <p>* (iii) Particular Specification,</p>	<p>* Delete/Modify as appropriate.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(b) One copy of booklet containing:</p> <p>(i) Form of Tender,</p> <p>*(ii) *Particular Preambles and Bills of Quantities/*Schedule of Quantities/*Schedule of Rates,</p> <p>*(iii) *Plant and Labour Schedule/*Equipment Schedule/*Schedules of Particulars,</p> <p>*(iv) Summary of Tender,</p> <p>*(v) Schedule of Proportions to be used in calculating the Price Fluctuation Factor,</p> <p>*(c) One set of drawings as listed in Particular Specification Clause,</p> <p>(d) One set of the Electronic Dissemination Package (EDP) consisting of:</p> <p>(i) Files containing the contents of the documents stated in sub-clauses (a), (b) and (c) above,</p> <p>(ii) The Licence Conditions on using the files stated in (i) of this sub-clause,</p> <p>(iii) Supporting files containing information on using the files in (i) of this sub-clause.</p>	
<p>GCT 3 Relevant documents not issued</p>	
<p>The following documents are not issued to tenderers:</p> <p>(a) Standard documents, namely:</p> <p>(i) General Specification,</p> <p>*(ii) Standard Method of Measurement,</p> <p>(iii) General Conditions of Contract,</p> <p>*(iv) Nominated Sub-contract Conditions,</p>	<p>* Delete/Modify as appropriate.</p> <p>The documents referred to in sub-clauses (a)(i) to (a)(vi) should be described in the Particular Specification with the full titles and editions, e.g. “The Government of the Hong Kong Special Administrative</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>*(v) Construction Site Safety Manual (Chapter 3),</p> <p>*(vi) The Hong Kong International Arbitration Centre Domestic Arbitration Rules.</p> <p>*(b) Drawings as listed in Particular Specification Clause</p> <p>The documents referred to in (a) and (b) above may be inspected, by appointment, at the *Engineer/Architect/Maintenance Surveyor designate's office during normal office hours.</p> <p>*(c) The 'Index Numbers of the Costs of Labour and Materials used in Public Sector Construction Projects (April 2003 = 100)', with base date at April 2003. These and subsequent Index Figures are published in the Government of the Hong Kong Special Administrative Region Gazette.</p>	<p>Region General Conditions of Contract for Civil Engineering Works (1999 Edition)".</p>
<p>GCT 4 Submission of Tender (Formula Approach)</p>	
<p>(1) The following documents shall be enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or Letter of Invitation to Tender or the Tender Notice:</p> <p>(a) One set of the documents referred to in Clause 2(b)* above with:</p> <p>(i) The Form of Tender in hard copy format fully completed, signed, witnessed and dated.</p> <p>*(ii) The *Bills of Quantities/*Schedule of Quantities/*Schedule of Rates in either hard copy format or electronic format [See Note 1] fully priced as to each item, extended, cast and totalled as appropriate. [See also Note 2]</p>	<p>For tenders not using a marking scheme for tender evaluation.</p> <p>* Delete/Modify as appropriate.</p> <p>Note:</p> <p>1. Delete the option of electronic submission when the Bills of Quantities or Schedule of Quantities or Schedule of Rates in the EDP have not been provided in Excel format</p> <p>2. In some contracts, e.g. term contracts,</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>* (iii) Summary of Tender in either hard copy format or electronic format.</p> <p>* (iv) Column 3 in the Schedule of Proportions to be used in calculating the Price Fluctuation Factor completed, in hard copy format.</p> <p>* (v) *Plant and Labour Schedule/*Equipment Schedule/*Schedules of Particulars completed, in either hard copy format or in electronic format.</p>	<p>tenderers are not required to return the Schedule of Rates etc. in which case sub-clause (1)(a)(ii) should be deleted.</p>
<p>(b) A copy each of the documents submitted under sub-clauses (1)(a)(i), *(1)(a)(ii), *(1)(a)(iii) and *(1)(a)(iv) of this Clause.</p>	<p>3. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 6 to TC(W) No. 39/2002)</p>
<p>(c) The submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT).</p>	<p>* Delete/Modify as appropriate.</p>
<p>(2) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in electronic format as allowed thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required copy in electronic format on the tenderer's behalf. The tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$50** per electronic file and the material charge at \$9.50** per CD-ROM.</p>	<p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by the Secretary for Financial Services and the Treasury. Ref: FSTB memo 10.12.2003 ref. (9) in FT 8/86 Pt. 2 and memo 16.3.2004 ref. (20) in PW1 TB/GEN/04</p>
<p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$5.5/\$12** per copied page, which cost also covers material.</p> <p>(4) If a tenderer elects to submit the priced *Bills of Quantities/*Schedule of Quantities/*Schedule of Rates in hard copy format and where a hard copy has been supplied by the Employer, he should price the *Bills of Quantities/*Schedule of Quantities/*Schedule of Rates on the hard copy supplied by the Employer. If a tenderer fails to do so, any extra cost incurred by the Employer in checking whether the printed descriptions or figures of the tender are identical to those in the hard copy supplied by the Employer is recoverable by the Employer as a debt. The tenderer whose tender has been so checked shall pay such cost if demanded by the Employer.</p> <p>(5) Where a document may be submitted in hard copy format or electronic format and if a tenderer makes two submissions for the same document, one in hard copy format and one in electronic format, the submission in hard copy format shall be discarded.</p> <p>(6) All submissions in electronic format shall comply with the requirements set out in Appendix [] [See Note 3].</p>	
GCT 4 Submission of Tender (Marking Scheme)	
<p>(1) The following documents shall be placed in two separate envelopes as specified below and the two envelopes shall then be</p>	<p>Alternative Clause 4 for tenders using a marking scheme for tender evaluation</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>enclosed in a sealed envelope addressed, endorsed and deposited as required by the Gazette Notification or Letter of Invitation to Tender or the Tender Notice:</p> <p>(a) One set of documents referred to in Clause 2(b)* above with:</p> <p style="text-align: center;">In an envelope clearly marked with the tender reference and the words 'Tender Price Documents'</p> <p>(i) The Form of Tender in hard copy format fully completed, signed, witnessed and dated.</p> <p>*(ii) The *Bills of Quantities/*Schedule of Quantities/*Schedule of Rates in either hard copy format or electronic format [See Note 1] fully priced as to each item, extended, cast and totalled as appropriate. [See Note 2]</p> <p>*(iii) Summary of Tender in either hard copy format or electronic format.</p> <p>*(iv) Column 3 in the Schedule of Proportions to be used in calculating the Price Fluctuation Factor completed, in hard copy format.</p> <p>(b) A copy each of the documents submitted under sub-clauses (1)(a)(i), *(1)(a)(ii), *(1)(a)(iii) and *(1)(a)(iv) of this Clause.</p> <p>(c) The following submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT) [See Note 3]:</p> <p>(i) (GCT Clause [])</p> <p>(ii)(SCT Clause [])</p>	<p>* Delete/Modify as appropriate.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Delete the option of electronic submission when the Bills of Quantities or Schedule of Quantities or Schedule of Rates in the EDP have not been provided in Excel format 2. In some contracts, e.g. term contracts, tenderers are not required to return the Schedule of Rates etc. in which case sub-clause (1)(a)(ii) should be deleted. 3. All submissions required from tenderers should be stated, quoting where the details of the requirements are given, e.g. Clause 1 of the Special Conditions of Tender. 4. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 6 to TC(W) No. 39/2002)

General Conditions of Tender

Clause	Remarks/Guidelines
<p>In another envelope clearly marked with the tender reference and the words 'Technical Submission'</p> <p>(d) Submissions on technical resources and technical proposals which are the subject of evaluation in accordance with the marking scheme at [Annex to Notes to Tenderers] #[and more particularly described in Special Conditions of Tender Clause], in either hard copy format or electronic format.</p> <p>(e) The following submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT) [See Note 3]:</p> <p style="padding-left: 20px;">(i) (GCT Clause [])</p> <p style="padding-left: 20px;">(ii)(SCT Clause [])</p> <p>(2) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in electronic format as allowed thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required copy in electronic format on the tenderer's behalf. The tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$50** per electronic file and the material charge at \$9.50** per CD-ROM.</p> <p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required photocopies on the</p>	<p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by the Secretary for Financial Services and the Treasury. Ref: FSTB memo 10.12.2003 ref. (9) in FT 8/86 Pt. 2 and memo 16.3.2004 ref. (20) in PW1 TB/GEN/04</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$5.5/\$12** per copied page, which cost also covers material.</p> <p>(4) If a tenderer elects to submit the priced *Bills of Quantities/*Schedule of Quantities/*Schedule of Rates in hard copy format and where a hard copy has been supplied by the Employer, he should price the *Bills of Quantities/*Schedules of Quantities/*Schedule of Rates on the hard copy supplied by the Employer. If a tenderer fails to do so, any extra cost incurred by the Employer in checking whether the printed descriptions or figures of the tender are identical to those in the hard copy supplied by the Employer is recoverable by the Employer as a debt. The tenderer whose tender has been so checked shall pay such cost if demanded by the Employer.</p> <p>(5) Where a document may be submitted in hard copy format or electronic format and if a tenderer makes two submissions for the same document, one in hard copy format and one in electronic format, the submission in hard copy format shall be discarded.</p> <p>(6) All submission in electronic format shall comply with the requirements set out in Appendix [] [See Note 4].</p>	
GCT 5 Financial Information	
The tenderer shall, upon written request by the ¹ Architect/Engineer designate issued in accordance	Remember to insert Appendix. This is a non-essential submission.

General Conditions of Tender

Clause	Remarks/Guidelines
with General Conditions of Tender Clause 25, submit to the Engineer/Architect/Maintenance surveyor* designate the financial information set out in Appendix []. The information shall be used for tender assessment only and shall not form part of the Contract.	* Delete as appropriate.
GCT 6 Unauthorised alterations	
Any unauthorised alteration or erasure or obliteration to the text of the documents may cause the tender to be disqualified.	
GCT 7 Discrepancies in the documents	
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/Architect/Maintenance surveyor* designate and have the same rectified.	* Delete as appropriate.
GCT 8 Clarification of documents	
Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the documents he shall seek clarification from the *Engineer/Architect/Maintenance Surveyor designate.	* Delete as appropriate.
GCT 9 Qualification of tender	
Any qualification of the tender may cause the tender to be disqualified.	
GCT 10 Errors in tender submission	
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, provided that the amendment shall have been deposited before the time fixed for receipt of tenders, shall be accepted.	

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 11 Correction rules for tender errors	
Without prejudice to other General Conditions of Tender and Special Conditions of Tender, if errors and/or omissions are found in a tender during tender examination, such errors and/or omissions shall be dealt with in accordance with the principles and rules contained in [Environment, Transport and works Bureau Technical Circular (Works) No. 41/2002]. [See Note.]	Note: Stipulate the technical circular currently in force for correction of tender errors.
GCT 12 Tenders in HK dollars	
Unless otherwise provided, the tender shall be in Hong Kong dollars.	
GCT 13 Tender negotiation	
The Employer reserves the right to negotiate with any tenderer about the terms of the offer.	
GCT 14 Erratic Pricing	
<p>(1) Without prejudice to the generality of the other General Conditions of Tender and Special Conditions of Tender, the Employer may regard a tender as not being the most advantageous, irrespective of whether or not it is the lowest tender or the tender with the highest overall score, if in the Employer's opinion:</p> <p>(a) the Bills of Quantities/Schedules of Rates of the tender have been priced erratically whether or not such erratic pricing is the result of the application of Environment, Transport and Works Bureau Technical Circular (Works) No. 41/2002**; and</p> <p>(b) the erratic pricing is such as to expose the Employer to an unacceptable level of financial risk.</p>	<p>* Delete as appropriate.</p> <p>** Stipulate the technical circular currently in force for correction of tender errors.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(2) For the purposes of this Clause, “erratic pricing” means the situation where an item or certain items in a Bill of Quantities/Schedule of Rates are priced or structured in such a way as to suggest significant and unjustified:-</p> <p>(a) inconsistency, irregularity or non-uniformity as compared with item or items of the same or similar nature in the same Bill of Quantities/Schedule of Rates or another Bill of Quantities/Schedule of Rates submitted by the same tenderer in the same tendering exercise; or</p> <p>(b) deviation from prevailing market prices in respect of the same or similar item or items.</p> <p>The expression “priced erratically” shall be construed accordingly.</p> <p>(3) In determining prevailing market price, the Employer may take into account the Engineer designate’s estimates, the average price of the same item in other tenders submitted for the same tendering exercise, and/or the price of the same or similar items in other tendering exercises after making adjustment for changes in price in accordance with inflation or deflation.</p>	
GCT 15 Tender addenda	
<p>Should the Employer require any amendments, clarifications, or adjustments to be made to the tender documents for the purpose of tendering, the *Engineer/Architect/Maintenance surveyor designate will issue to every tenderer numbered addenda giving full details of such amendments etc. and the tender documents shall be taken as having been amended, clarified or adjusted accordingly upon</p>	<p>* Delete as appropriate.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
the issue of these addenda. The tenderer shall acknowledge receipt of these addenda.	
GCT 16 Tender clarifications	
The Employer will not consider any clarification or information submitted by a tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the Employer if such clarification or information would alter the tender in substance or give the tenderer an advantage over the other tenderers.	
GCT 17 Unreasonably low bids	
Without prejudice to the generality of other General Conditions of Tender and Special Conditions of Tender, the Employer may reject a tender which in the opinion of the Employer is unreasonably low in terms of price and may therefore affect the tenderer's capability to carry out and complete the Contract and/or deliver work of the quality required in accordance with the terms of the Contract.	
GCT 18 Site investigation information	
(a) *Site investigation information *as listed in GCT Clause 2(c) is issued with the tender documents/* as listed in GCT Clause 3 is available for inspection by appointment at the Engineer/Architect/Maintenance Surveyor designate's office during normal office hours for the information of the tenderer. Any site investigation information, if issued, is to be returned to the Engineer/Architect/Maintenance surveyor designate's office after submission of the tender. The attention of the tenderer is drawn to General Conditions of Contract Clause 13 with regard to inspection of the Site.	* Delete as appropriate.

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(b) Neither the Employer nor his agents or representatives accept any responsibility whatsoever for the accuracy or sufficiency of any information provided under this Clause and the onus is on the tenderer to carry out at his own expense any further enquiries and investigations he requires for his own information.</p>	
<p>GCT 19 Copyright</p>	
<p>(a) The documents, plans, drawings or other materials forming part of the tender documents shall only be used by a tenderer or any person authorized or licensed by the tenderer for the purpose of preparing his tender. All other rights in the aforesaid materials are reserved by the relevant copyright owners. The tenderer shall be liable to the Employer for breach of the foregoing by any such person as if the breach were committed by the tenderer.</p> <p>(b) The tenderer shall indemnify and keep indemnified the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising out of any disputes or other claims or proceedings against the Employer by any third party by reason of any breach of sub-clause (a) above by the tenderer or any person authorized or licensed by the tenderer. In this connection the tenderer shall submit with his tender a Letter of Indemnity in the form set out in Appendix [] to these General Conditions of Tender duly executed by the</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>tenderer. Where the tenderer is an incorporated joint venture, he shall also submit with his tender a Letter of Indemnity in the form set out in Appendix [] to these General Conditions of Tender duly executed by all the shareholders of the incorporated joint venture.</p>	
<p>GCT 20 Management of Sub-Contractors</p>	
<p>(1) The tenderer shall, upon written request by the ¹Architect/Engineer designate issued in accordance with General Conditions of Tender Clause 25, submit to the Engineer/Architect/Maintenance Surveyor* designate an outline Sub-contractor Management Plan (SMP) which shall contain information as required in the Guidelines on Scope and Contents of the Sub-contractor Management Plan at Appendix [] to the Special Conditions of Contract. The outline SMP submitted shall not form part of the Contract.</p> <p>(2) For the purpose of this Clause and Appendix [] to the Special Conditions of Contract, the term ‘sub-contractor’ means all types of sub-contractor including without limitation Nominated Sub-contractor and specialist sub-contractor.</p>	<p>* Delete as appropriate.</p> <p>Note: This is usually a non-essential submission. However, if the submission of a SMP is considered an essential requirement (which is rare), sub-clause (1) will need to be re-worded to state that the SMP shall be submitted together with the submission of the tender.</p>
<p>GCT 21 Submission of essential requirements</p>	
<p>Without prejudice to other General Conditions of Tender or Special Conditions of Tender providing for invalidating a tender submitted by a tenderer, the failure of a tenderer to comply with any of the following shall render his tender invalid:</p> <p>(i) submission of the Form of Tender required under GCT Clauses 4(1)(a)(i) and 4(1)(b)</p>	<p>Note: The items (i) and (ii) must be listed under this GCT. Please see also</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(ii) submission of the *Bills of Quantities/ *Schedule of Quantities/*Schedule of Rates required under GCT Clauses 4(1)(a)(ii) and 4(1)(b)</p> <p>* (iii) submission of the programme of Works required under SCT Clause []</p> <p>* (iv) submission of design required for part of the Works not covered by the Engineer's design required under SCT Clause []</p> <p>* (v) submission of Temporary Works design required under SCT Clause []</p> <p>* (vi) submission of Outline Safety Plan required under SCT Clause []</p> <p>* (vii) submission of outline quality system for structural concrete required under SCT Clause []</p> <p>* (viii) submission of Sub-contractor Management Plan required under GCT Clause 20.</p> <p>* (ix) submission of outline Waste Management Plan required under SCT Clause [] [*Delete as appropriate]</p>	<p>the "remark" for SCT.</p> <p>* The items from (iii) onwards are used only in rare cases. Please refer to the individual SCT Clause for guidance.</p> <p>These items are to be included as essential requirements if required to be submitted by the tenderers. If these are not regarded as essential requirements they should not be required to be submitted.</p>
<p>GCT 22 Contractors under suspension</p>	
<p>(1) If the tenderer or, if the tenderer is a partnership or an unincorporated or incorporated joint venture, any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture is under suspension from tendering for *any of/*all of the following category [or categories] of public works, his tender will not be considered unless the suspension is lifted by the relevant works</p>	<p>Ref: ETWB TC(W) No. 10/2004.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>department or the Environment, Transport and Works Bureau by the date set for the close of tender, or if this has been extended, the extended date.</p> <p>[list the category or categories of public works]</p> <p>(2) If the tenderer or, if the tenderer is a partnership or an unincorporated or incorporated joint venture, any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture is under voluntary suspension from tendering for *any of/*all of the following category [or categories] of public works at the date of tender invitation but subsequently revokes the voluntary suspension without agreement in writing from either the relevant works department or the Environment, Transport and Works Bureau, its tender will not be considered.</p> <p>[list the category or categories of public works]</p>	<p>* Delete as appropriate.</p>
GCT 23 Alternative tenders or designs uninvited	
Alternative tenders or designs for which no invitation has been made shall not be considered.	Ref.: ETWB TC(W) No. 25/2004.
GCT 24 Offering Gratuities	
The tenderer shall not and shall ensure that his agents and employees shall not offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Employer or to the Engineer/Architect/Maintenance Surveyor* designate or to any member of the Engineer/Architect/Maintenance Surveyor* designate's staff. Any breach of or non-compliance with this Clause by the tenderer	<p>* Delete as appropriate.</p> <p>Ref: ETWB TCW No. 3/2004 "Ethical Commitment by Consultants and Contractors" is relevant.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender."	
GCT 25 Submission of further information	
<p>The tenderer shall upon written request by the *Architect/Engineer designate (which may be issued at any time after the tender closing date) submit to the *Architect/Engineer designate within 7days of the date of issue of the written request or within reasonable time upon the written request the following documents:</p> <p style="margin-left: 40px;">#[(a); (b); and (c)]</p> <p>Failure to comply with this Clause by the tenderer shall render his tender invalid.</p>	<p>* Delete as appropriate.</p> <p>Note: Non submission will be regarded as withdrawal of tender.</p> <p># Project office to specify the relevant documents with reference to the relevant GCT or SCT clause, e.g. the duly signed letter as referred to in General Conditions of Tender Clause 26 on Anti-collusion. Such documents should not contain information which will affect the evaluation process or the marking scheme.</p>
GCT 26 Anti-collusion	
<p>(1) The tenderer shall not communicate to any person other than the Employer the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the Employer of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>such breach or non-compliance, invalidate his tender.</p> <p>(2) Sub-clause (1) of this Clause shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants or sub-contractors to solicit their assistance in preparation of tender submission.</p> <p>(3) The tenderer shall, upon written request by the *Architect/Engineer designate issued in accordance with General Conditions of Tender Clause 25, submit to the *Architect/Engineer designate a duly signed letter in the form set out in Appendix [see below] to these General Conditions of Tender. The letter shall be signed by a person authorised to sign Government contracts on the tenderer's behalf.</p> <p>Appendix []</p> <p>To: The Government of the Hong Kong Special Administrative Region</p> <p>Dear Sir/Madam,</p> <p style="padding-left: 40px;">Confirmation Letter for Contract No. []</p> <p>[I/We]¹, [(Name of the tenderer) of (Address of the tenderer)]² refer to [my/our]¹ tender for the above Contract.</p> <p>[I/We]¹ confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter [I/we]¹ had not communicated to any person other than the Employer the amount of any</p>	<p>1. Delete as appropriate.</p> <p>*. Delete as appropriate.</p> <p>1. Delete as appropriate.</p> <p>2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process for the above Contract [until the tenderer is notified by the Employer of the outcome of the tender exercise]* and other than the Excepted Communications referred to in the last paragraph of this letter [I/we] ¹ will not communicate to any person other than the Employer the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not that other person should tender or otherwise collude with any other person in any manner whatsoever.</p> <p>In this letter, the expression “Excepted Communications” means [my/our]¹ communications in strict confidence with [my/our]¹ own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my/our] consultants or sub-contractors to solicit their assistance in preparation of tender submission.</p> <p style="text-align: right;">(Signed for and on behalf of the tenderer)³</p>	<p>respective names and addresses of such persons or as the case may be companies.</p> <p>3. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.</p>
<p>GCT 27 Statement of Convictions Under the Immigration Ordinance (Cap. 115)</p>	
<p>(1) A tender will not be considered if, during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the tenderer has had three or more convictions in respect of separate incidents under Sections 17I or 38A of the Immigration Ordinance (Cap. 115) for</p>	<p>Ref: ETWB TC(W) No. 44/2002A</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>employing illegal workers or for having illegal workers on any site under the tenderer's control, whether or not he has been formally suspended as a result of such convictions. Illegal workers shall mean any persons on construction sites who are illegal immigrants; or any persons who, being not lawfully employable by virtue of Section 17G(2) of the Immigration Ordinance, have committed an offence under Section 41 by contravening the conditions of stay in force in respect of them. If the tenderer is a partnership or an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has had three or more such convictions during the 12-month period, whether or not that participant or shareholder has been formally suspended as a result of such convictions.</p>	
<p>(2) The tenderer shall submit, subject to General Conditions of Tender Clause 25/with the tender**, <u>either</u> a statement of all convictions under Sections 17I or 38A of the Immigration Ordinance (Cap. 115) for employing illegal workers or for having illegal workers for all sites under his control (whether they are sites under public or private contracts) during the 12-month* period prior to the date set for the close of tender, or if this has been extended, the extended date, the details of which shall include the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site</p>	<p>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.# For use in tenders which EMSTF is eligible to bid</p> <p>* [or other period specified by the Architect/Engineer where appropriate to cope with the assessment period for tender evaluation using the Marking Scheme.]</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>addresses, contract numbers and contract titles, <u>or</u> a statement of “no conviction”. The statement shall be certified by a person authorized to sign Government contracts on the tenderer’s behalf. #[, or in case of EMSTF’ s tender, a person authorized to sign the Service Level Agreement.]]</p> <p>(3) If the tenderer is a partnership or an unincorporated or incorporated joint venture, each participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a statement separately.</p> <p>(4) Where the tenderer (including shareholders and participants in joint ventures) is a company it shall disclose any change of name made during the period of twelve months* prior to the date set for the close of tender, or if this has been extended, the extended date, and shall include in its statement of all convictions any conviction recorded under any previous name.</p> <p>#(5) 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>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.</p> <p>* [or other period specified by the Architect/Engineer where appropriate to cope with the assessment period for tender evaluation using the Marking Scheme.]</p> <p># For use in tenders which EMSTF is eligible to bid</p>
<p>GCT 28 Statement Of Convictions Under The Employment Ordinance (Cap. 57)</p>	
<p>(1) A tender will not be considered if, during the 12-month period prior to the date set for the close of tender, or if this has been extended, the extended date, the tenderer has had three or more convictions in respect of separate incidents under the Employment Ordinance (Cap. 57) which individually carry maximum fines corresponding to Level 5 or</p>	<p>Ref. ETWB TC(W) No. 10/2004.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221) on any site under the tenderer's control, whether or not he has been formally suspended as a result of such convictions. If the tenderer is a partnership or an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture has had three or more such convictions during the 12-month period, whether or not that participant or shareholder has been formally suspended as a result of such convictions.</p> <p>(2) The tenderer shall submit, subject to General Conditions of Tender Clause 25/ with the tender**, <u>either</u> a statement of all convictions under the Employment Ordinance (Cap. 57) for all sites under his control (whether they are sites under public or private contracts) during the 12-month* period prior to the date set for the close of tender, or if this has been extended, the extended date, the details of which shall include the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, <u>or</u> a statement of "no conviction". The statement shall be certified by a person authorized to sign Government contracts on the tenderer's behalf. #[, or in case of EMSTF' s tender, a person authorized to sign the Service Level Agreement.]</p> <p>(3) If the tenderer is a partnership or an unincorporated or incorporated joint venture,</p>	<p>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.</p> <p># For use in tenders which EMSTF is eligible to bid</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>each participant of the partnership or unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a statement separately.</p> <p>(4) Where the tenderer (including shareholders and participants in joint ventures) is a company it shall disclose any change of name made during the period of twelve months* prior to the date set for the close of tender, or if this has been extended, the extended date, and shall include in its statement of all convictions any conviction recorded under any previous name.</p> <p>#(5) 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>* [or other period specified by the Architect/Engineer/Maintenance Surveyor where appropriate to cope with the assessment period for tender evaluation using the Marking Scheme.]</p> <p># For use in tenders which EMSTF is eligible to bid</p>
<p>GCT 29 One tender only for Holding Companies or subsidiaries</p>	
<p>(a) Unless otherwise provided in the Special Conditions of Tender, no tenderer is permitted to submit more than one tender for each contract.</p> <p>(b) A holding company and all of its subsidiaries who are included in the [insert the appropriate List] shall be allowed to submit only one tender from any one of the company in the group. The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Section 2(4) to (8) of the Companies Ordinance (Cap. 32).</p> <p>(c) Failure to observe the above conditions shall render all related tenders null and void and any such tenders shall not be considered.</p>	<p>New clause taken from CMH 2.11.1.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 30 Admission, Promotion and Confirmation to the List of Approved Contractors	
<p>(1) A tender submitted by a contractor who is on probation in the category(ies) of work specified in the tender invitation and who already holds the maximum number of contracts or is otherwise ineligible to tender according to the latest version of the Contractor Management Handbook, will not be considered unless he has become eligible for the award of a further contract by the date set for the close of tender, or if this has been extended, the extended date.</p> <p>(2) A tenderer who has applied for admission or promotion to the group specified in the tender invitation or who has applied for confirmed status will be permitted to take tender documents in respect of a contract in the relevant group or status and to submit a tender. However, such a tender will not be considered unless his application for admission or promotion or confirmation is approved by the date set for the close of tender, or if this has been extended, the extended date.</p>	<p>Advice to the tenderers about ETWB policy on the awarding of a contract to a probationary contractor and to a contractor who has applied for upgrading within the appropriate Category as follows (see ETWB TC(W) No. 10/2004).</p>
GCT 31 Ethical Commitment	
<p>31 (1) The tenderer shall not, and shall procure that his employees, agents and sub-contractors shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance, Cap. 201 in connection with the tendering and execution of this contract.</p> <p>(2) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (1) above committed by the tenderer or by</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
an employee, agent or sub-contractor of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.	
GCT 32 Tender Cost	
32 The Employer shall not in any circumstances be liable for any costs, expenses and damages incurred or suffered by the tenderers in connection with the preparation and submission of their tenders, in the event that this tender exercise is cancelled on any ground, [including on the ground that funds are not available under Special Conditions of Tender Clause 9].*	<p>Note : Originated from the funding approval clause.</p> <p>* Delete the words in square brackets if SCT 9 is not used.</p>

The following GCT clause has been transferred elsewhere as indicated:

5	Drawings	Moved to SCT
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General Conditions of Tender

Amendments made since 18.8.2004

Date of amendment	Amendments made :
19.10.2004	Contents page – amendment sheet added.
19.10.2004	GCT 20 – Note added to remark column.
19.10.2004	GCT 21 – GCT clause references corrected for sub-clauses (i) and (ii)
19.10.2004	GCT 22 – References to Works Departments changed to read “relevant works departments”.

APPENDIX [] TO THE CONDITIONS OF TENDER

Financial information required to be submitted in tender for public works Contracts (for tenderers already on the Approved Lists)

- (1) Tenderers shall provide the following documents if they have not already been submitted to the Finance Unit of Environment, Transport and Works Bureau before:
 - (a) unconsolidated financial statements covering the period between the latest set of audited financial statements up to a date not earlier than 3 months before the date of submission;
 - (b) financial statements of Hong Kong Branch or Office covering period mentioned in (a) above, if the tenderer is not incorporated in Hong Kong;
 - (c) a list of current contracts held in hand with the Employer and the private sector including the Hospital Authority and the Housing Authority, both as main contractor or sub-contractor, with total and outstanding contract sums, contract period and time required to complete the outstanding portion of the contract; and
 - (d) bank letters or agreements on existing banking facilities such as term loans and overdraft.

Copies of all statements submitted under paragraphs (a) to (d) above shall be certified true and correct by independent auditors or directors of the company.

- (2) All statements submitted should be prepared in English or Chinese.
- (3) In the case of a joint venture, financial and supplementary statements as mentioned under paragraph (1) above for each participating company must be submitted.

Financial information required to be submitted in tender for public works contracts (for tenderers NOT on the Approved Lists)

- (1) Tenderers shall provide the following documents if they have not already been submitted to the Finance Unit of Environment, Transport and Works Bureau before:
 - (a) the original or copies of annual unconsolidated financial statements for the last three accounting years audited and certified by certified public accountants;
 - (b) unconsolidated financial statements covering the period between the latest set of audited financial statements up to a date not earlier than 3 months before the date of submission;
 - (c) financial statements of Hong Kong Branch or Office covering periods mentioned in (a) and (b) above, if the tenderer is not incorporated in Hong Kong;
 - (d) a statement giving details of significant events which occurred after the year end date of the latest audited financial statements which would affect the tenderer's financial position;
 - (e) a statement giving details of any off-balance sheet liabilities, including contingent liabilities, if not covered in the audited financial statements;
 - (f) a list of current contracts held in hand with the Employer and the private sector including the Hospital Authority and the Housing Authority, both as main contractor or sub-contractor, with total and outstanding contract sums, contract period and time required to complete the outstanding portion of the contract; and
 - (g) bank letters or agreements on existing banking facilities such as term loans and overdraft.

Copies of audited financial statements submitted under paragraph (a) and all documents under paragraphs (b) to (g) above shall be certified true and correct by independent auditors or directors of the company.

- (2) All statements submitted should be prepared in English or Chinese.
- (3) Audited financial statements include auditors' report, balance sheets, profit and loss accounts and cash flow statements together with relevant notes showing details of accounting policies, shareholders' fund, non-current assets and liabilities, investments, current assets and current liabilities.
- (4) The latest audited financial statements must be for a period ending no more than 18 months before the submission date.
- (5) In the case of a joint venture, financial and supplementary statements as mentioned under paragraph(1) above for each participating company must be submitted.