

**DEVELOPMENT BUREAU LIBRARY OF
STANDARD GENERAL CONDITIONS OF TENDER**

Index

GCT 1	Definitions
GCT 2	Documents issued
GCT 3	Relevant documents not issued
GCT 4*	<u>Submission of tender (Formula approach)</u>
GCT 4*	<u>Submission of tender (Marking Scheme)</u>
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	<u>One tender only for holding companies or subsidiaries</u>
GCT 30	Admission, Promotion and Confirmation to the List of Approved Contractors for Public Works / the List of Approved Suppliers of Materials and Specialist Contractors
GCT30A	Eligibility of Probationary Contractors to Tender and for the Award of Contracts

GCT 31 Ethical Commitment

GCT 32 Tender Cost

GCT 33 Tenderer's Consent and Authorization on Conviction Records

Amendment Sheet

* alternatives

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 1 Definitions	
<p>(1) For the purpose of these General Conditions of Tender and Special Conditions of Tender, 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>(c) "person" includes individual, corporation, partnership, firm and unincorporated body.</p> <p>(2) In these General Conditions of Tender and Special Conditions of Tender, except where the context otherwise requires, the singular shall include the plural and vice versa and any gender shall include all genders.</p>	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W)510/10/01 dated 24.3.2011.</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>* Delete/Modify as appropriate.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>*(iii) Particular Specification,</p> <p>(b) One copy of booklet containing:</p> <p style="padding-left: 20px;">(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 style="padding-left: 20px;">(i) Files containing the contents of the documents stated in sub-clauses (a), (b) and (c) above,</p> <p style="padding-left: 20px;">(ii) The Licence Conditions on using the files stated in (i) of this sub-clause,</p> <p style="padding-left: 20px;">(iii) Supporting files containing information on using the files in (i) of this sub-clause.</p>	<p>Note: where applicable, amend this to (c)(i) and add other item(s) such as “site investigation information” as (c)(ii), etc.</p>
GCT 3 Relevant documents not issued	
<p>The following documents are not issued to tenderers:</p> <p>(a) Standard documents, namely:</p> <p style="padding-left: 20px;">(i) General Specification,</p> <p>*(ii) Standard Method of Measurement,</p> <p style="padding-left: 20px;">(iii) General Conditions of Contract,</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</p>

General Conditions of Tender

Clause		Remarks/Guidelines
* (iv)	Nominated Sub-contract Conditions,	editions, e.g. “The Government of the Hong Kong Special Administrative Region General Conditions of Contract for Civil Engineering Works (1999 Edition)”. Note: where applicable, amend this to (b)(i) and add other item(s) such as “site investigation information” as (b)(ii). <

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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 duly completed and signed.</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>*(iii) Summary of Tender in either hard copy format or electronic format.</p> <p>*(iv) Column 3 in the Schedule of Proportions and the Appendix thereto, if applicable, 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>(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 submissions that are required by the General Conditions of Tender (GCT) and Special Conditions of Tender (SCT).</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</p>	<p>546/17/01 dated 25.6.2010</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. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 4 to ETWB TCW No. 11/2005) <p>* Delete/Modify as appropriate.</p> <p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by DEVB, FSTB and/or PWTB. Ref: DEVB memo ref. () in DEVB(W) 511/70/02 dated 5.6.2014,</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>tenderer may be asked to bear the cost of making the copy. The cost of duplication is currently set at \$46** per electronic file and the material charge at \$1.0** per CD-ROM and \$1.4** per 4.7GB DVD+/-R.</p>	
<p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$9/\$12** per copied page, which cost also covers material.</p>	<p>FSTB memo ref. () in TsyB T ADM/1-135/1/0 Pt.6 dated 15.1.2015 and PWTB memo ref. (31) in PW1TB/GEN/12 dated 3.6.2013. [Note: Please check the latest relevant memo. The photocopying charge for tenders opened by the CTB and PWTB are \$9.0 per page and \$12 per page respectively.]</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</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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 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>In an envelope clearly marked with the tender reference and the words 'Tender Price Documents'</p> <p>(a) One set of documents referred to in Clause 2(b)* above with:</p> <p>(i) The Form of Tender in hard copy format duly completed and signed.</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 and the Appendix thereto, if applicable, 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>Alternative Clause 4 for tenders using a marking scheme for tender evaluation.</p> <p>Ref. DEVB memo ref. (026NM-01-3) in DEVB(W) 546/17/01 dated 25.6.2010</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

General Conditions of Tender

Clause	Remarks/Guidelines
<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>In another envelope clearly marked with the tender reference and the words 'Technical Submission'</p>	<p>requirements are given, e.g. Clause 1 of the Special Conditions of Tender.</p> <p>4. Attach an appendix to the GCT on the prevailing technical requirements for tender submission in electronic format (Appendix 4 to ETWB TCW No. 11/2005)</p>
<p>(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>(i) (GCT Clause [])</p> <p>(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</p>	<p>** Works Departments should stipulate the prevailing rates which may from time to time be prescribed by DEVB, FSTB and/or PWTB. Ref: DEVB memo ref. () in DEVB(W)</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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 \$46** per electronic file and the material charge at \$1.0** per CD-ROM or \$1.4** per 4.7GB DVD+/-R.</p>	
<p>(3) If a tenderer submitted the documents required under sub-clause (1)(a) of this Clause in hard copy format as allowed or required thereunder but failed to submit the required copy under sub-clause (1)(b) of this Clause, the tender opening team shall make the required photocopies on the tenderer's behalf. The tenderer may be asked to bear the cost of making the photocopies. The cost of photocopying is currently set at \$9/\$12** per copied page, which cost also covers material.</p>	<p>511/70/02 dated 5.6.2014, FSTB memo ref. (135) in FT 8/86 Pt. 3 dated 15.11.2010 and PWTB memo ref. (31) in PW1TB/GEN/12 dated 3.6.2013. [Note: Please check the latest relevant memo. The photocopying charge for tenders opened by the CTB and PWTB are \$9.0 per page and \$12 per page respectively.]</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</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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	
<p>The tenderer shall, upon written request by the *Architect/Engineer/Surveyor/Maintenance Surveyor designate issued in accordance with General Conditions of Tender Clause 25, submit to the *Engineer/Architect/Surveyor/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.</p>	<p>Remember to insert Appendix. This is a non-essential submission.</p> <p>* Delete as appropriate.</p>
GCT 6 Unauthorised alterations	
<p>Any unauthorised alteration or erasure or obliteration to the text of the documents may cause the tender to be disqualified.</p>	
GCT 7 Discrepancies in the documents	
<p>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/Surveyor/Maintenance Surveyor designate and have the same rectified.</p>	<p>* Delete as appropriate.</p>
GCT 8 Clarification of documents	
<p>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/Surveyor /Maintenance Surveyor designate.</p>	<p>* Delete as appropriate.</p>
GCT 9 Qualification of tender	

General Conditions of Tender

Clause	Remarks/Guidelines
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.	
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.	Note: Please refer to SPR 355 for tenders in foreign currencies.
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</p>	<p>* Delete as appropriate.</p> <p>** Stipulate the technical circular</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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>currently in force for correction of tender errors.</p>
<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/Architect/Surveyor/Maintenance Surveyor 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	

General Conditions of Tender

Clause	Remarks/Guidelines
<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/Surveyor/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 the issue of these addenda. The tenderer shall acknowledge receipt of these addenda.</p>	<p>* Delete as appropriate.</p>
GCT 16 Tender clarifications	
<p>(1) 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.</p> <p>(2) Without prejudice to the generality of sub-clause (1) of this Clause, where the *Architect/Surveyor/Engineer/Supervising Officer/Maintenance Surveyor designate has after close of tender invited a tenderer to submit further information or clarification other than the Excepted Information, the tenderer shall submit the requested information or clarification within the time specified in such invitation or within such further time as the *Architect/Surveyor/Engineer/Supervising Officer/Maintenance Surveyor designate may allow.</p> <p>(3) If the requested information or clarification is not provided within the time or further time as referred to in sub-clause (2) of this Clause, the Employer may proceed to evaluate the tender on</p>	<p>DEVB memo ref. DEVB(W) 510/20/01 dated 10.9.2012</p> <p>⁺ Depending on the provisions of the tender documents as adopted for any particular project, project office/</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>an as is basis, but in the case where the information is in respect of [the letter referred to in Clause 26(3) of the General Conditions of Tender, the duly signed letter of consent and authorization referred to in Clause 33(1) of the General Conditions of Tender or the Schedule of Proportions referred to in Clause 4(1)(a)(iv) of the General Conditions of Tender] ⁺, the tender may be invalidated.</p>	<p>procuring department may include additional item(s) of information. The additional item(s) of information shall not include any Excepted Information (as defined in GCT 16(4)).</p>
<p>(4) For the purposes of this Clause, "Excepted Information" means the information required to be submitted upon written request by the *Architect/Surveyor/ Engineer/Supervising Officer/Maintenance Surveyor designate under Clause 25 of the General Conditions of Tender and any information for which it is provided that a tenderer's failure to submit on or before close of tender will render its tender invalid or result in its tender not being considered.</p>	
GCT 17 Unreasonably low bids	
<p>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.</p>	
GCT 18 Site investigation information	
<p>(a) Site investigation information *as listed in GCT Clause 2(c) is issued with the tender documents/* as listed in GCT Clause 3(b) is available for inspection by appointment at the *Engineer/Architect/Surveyor/ Maintenance Surveyor designate's office during normal office hours for the information of the tenderer. Any</p>	<p>Please refer to the guidelines in Section 11.5, Chapter 5 of the Project Administration Handbook for issuing information to prospective contractors in the pre-contract stage.</p> <p>* Delete as appropriate.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>site investigation information, if issued, is to be returned to the *Engineer/Architect/Surveyor/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.</p>	
<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>	
GCT 19 Copyright	
<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</p>	<p>Ref: ETWB TCW No. 26/2004</p> <p>(Based on the SCT clause in the obsolete ETWB TCW No. 39/2002.)</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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 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>	
GCT 20 Management of Sub-Contractors	
<p>(1) The tenderer shall, upon written request by the *Architect/Engineer/Surveyor/ Maintenance Surveyor designate issued in accordance with General Conditions of Tender Clause 25, submit to the *Engineer/Architect/Surveyor/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>
GCT 21 Submission of essential requirements	
<p>Without prejudice to other General Conditions of Tender or Special Conditions of Tender providing for invalidating a tender submitted by a tenderer, the failure of a tenderer to submit with his tender any of the following on or before the original date set for the close of tender or, if this has been extended, the extended date shall render his tender invalid:</p>	<p>Ref: DEVB memo dated (01YVQ-01-2) in DEVB(W) 546/17/01 dated 3.4.2009</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(i) the Form of Tender required under GCT Clauses 4(1)(a)(i)</p> <p>(ii) the *Bills of Quantities/ *Schedule of Quantities/*Schedule of Rates required under GCT Clauses 4(1)(a)(ii)</p> <p>*(iii) the programme of Works required under SCT Clause []</p> <p>*(iv) design required for part of the Works not covered by the *Architect/ Engineer/Maintenance Surveyor's design required under SCT Clause []</p> <p>*(v) Temporary Works design required under SCT Clause []</p> <p>*(vi) Outline Safety Plan required under SCT Clause []</p> <p>*(vii) outline quality system for structural concrete required under SCT Clause []</p> <p>*(viii) Sub-contractor Management Plan required under GCT Clause 20.</p> <p>*(ix) Outline Environmental Management Plan required under SCT Clause []</p> <p>*(x) where the tenderer is an unincorporated joint venture, nomination of a lead participant required under SCT Clause []¹</p> <p>*(xi) where the tenderer is a joint venture (whether incorporated or unincorporated) :</p> <p style="padding-left: 40px;">(a) the proposed [*value (and portion)*** / *percentage participation and value (and portion)***] of work to be undertaken by each participant or shareholder in the joint venture required under SCT Clause []²; and</p>	<p>Note: The items (i) and (ii) must be listed under this GCT. Please see also the “remark” for SCT.</p> <p>The items from (iii) to (ix) are used only in rare cases. Please refer to the individual SCT Clause for guidance. These items are to be included as essential 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>* Delete as appropriate.</p> <p>Items (x) and (xi) must be listed for tenders that allow joint ventures to participate.</p> <p>[value (and portion)*** is for Formula Approach tender evaluation.] [percentage participation and value (and portion)*** is for Marking Scheme tender evaluation.]</p> <p>*** For term contracts without a tender sum, delete the bracketed</p>

General Conditions of Tender

Clause	Remarks/Guidelines
(b) if applicable, documentary evidence supporting job experience required under SCT Clauses [] ³ .	<p>words “and portion”.</p> <p>Note on standard SCT Sub-clauses to be quoted:</p> <ol style="list-style-type: none"> 1 SCT 4(2)(a) 2 SCT 4(4)A or 4(4)B 3 SCT 4(5)(b), 4(5)(c) and, if applicable, 4(5)(d)
GCT 22 Contractors under suspension	
<p>(1) If the tenderer or, if the tenderer is an unincorporated or incorporated joint venture, any participant of the unincorporated joint venture or shareholder of the incorporated joint venture 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 department or the Development 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 an unincorporated or incorporated joint venture, any participant of the 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 Development Bureau, its tender will not be considered.</p> <p>[list the category or categories of public works]</p>	<p>Ref: ETWB TCW No. 10/2004 with modifications in accordance with the definition in GCT 1(b).</p> <p>* Delete as appropriate.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
GCT 23 Alternative tenders or designs uninvited	
Alternative tenders or designs for which no invitation has been made shall not be considered.	Ref.: DEVB TCW No. 3/2014.
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/Surveyor/ Maintenance Surveyor designate or to any member of the *Engineer/Architect/Surveyor/Maintenance Surveyor designate's staff. Any breach of or non-compliance with this Clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender."	<p>* Delete as appropriate.</p> <p>Ref: ETWB TCW No. 3/2004 "Ethical Commitment by Consultants and Contractors" is relevant.</p>
GCT 25 Submission of further information	
The tenderer shall upon written request by the *Architect/Engineer/Surveyor/Maintenance Surveyor designate (which may be issued at any time after the tender closing date) submit to the *Architect/Engineer/Surveyor/Maintenance Surveyor designate within 7 days of the date of issue of the written request or within reasonable time upon the written request the following documents:	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W)510/10/01 dated 24.3.2011.</p> <p>* Delete as appropriate.</p> <p>Note: Non submission will be regarded as withdrawal of tender.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>#[(a); (b); and (c)]</p> <p>Failure to comply with this Clause by the tenderer shall render his tender invalid.</p>	<p># Project office to specify the relevant documents with reference to the relevant GCT or SCT clause, e.g. the financial information as referred to in General Conditions of Tender Clause 5. Such documents should not contain information which will affect the evaluation process or the marking scheme.</p>
GCT 26 Anti-collusion	
<p>(1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the Employer the amount of the tender price or any part thereof until the tenderer is notified by the Employer of the outcome of the tender exercise.</p> <p>(b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.</p>	<p>DEVB memo ref. (02B6J-01-6) in DEVB(W)510/10/01 dated 24.3.2011.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.</p> <p>(2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:</p> <p>(a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;</p> <p>(b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and</p> <p>(c) his bankers in relation to financial resources for the Contract.</p>	
<p>(3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix []⁺ to these General Conditions of Tender. The signatory to the letter shall be a person authorized to sign Government contracts on the tenderer's behalf.</p>	<p>⁺ See below. It shall not be included as an essential requirement under GCT 21.</p>
<p>(4) The tenderer shall indemnify and keep indemnified the Employer against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.</p>	

General Conditions of Tender

[illegible]

General Conditions of Tender

Clause	Remarks/Guidelines
<p>(ii) *[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;</p> <p>(iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/we] or that other person will or will not submit a tender; and</p> <p>(iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.</p> <p>*[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.</p> <p>In this letter, the expression “Excepted Communications” means *[my/our] communications in strict confidence with:</p> <p>(i) *[my/our] own insurers or brokers to obtain an insurance quotation for computation of tender price;</p> <p>(ii) *[my/our] consultants or sub-contractors to solicit their assistance in preparation of tender submission; and</p> <p>(iii) *[my/our] bankers in relation to financial resources for the Contract.</p> <p>Signed for and on behalf of [name of the tenderer] by [name and position of the signatory]²:</p> <p>_____</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>Name of Witness: _____</p> <p>Signature of Witness: _____</p> <p>Occupation: _____</p>	
GCT 27 Statement of Convictions Under the Immigration Ordinance (Cap. 115)	
<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 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 an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the 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</p>	<p>Ref: ETWB TCW No. 26/2004 with modifications in accordance with the definition in GCT 1(b).</p> <p>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.# For use in tenders which EMSTF is eligible to bid</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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 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>* [or other period specified by the Architect/Engineer/Surveyor/ Maintenance Surveyor where appropriate to cope with the assessment period for tender evaluation using the Marking Scheme.]</p>
(3) If the tenderer is an unincorporated or incorporated joint venture, each participant of the unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a statement separately.	<p>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.</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>* [or other period specified by the Architect/Engineer where appropriate to cope with the assessment period for tender evaluation using the Marking Scheme.]</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># For use in tenders which EMSTF is eligible to bid</p>
GCT 28 Statement Of Convictions Under The Employment Ordinance (Cap. 57)	
(1) A tender will not be considered if, during the 12-month period prior to the date set for the close	Ref. ETWB TCW No. 10/2004 and Clause 5.7.1 of the Contractor

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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) 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 an unincorporated or incorporated joint venture, the tender will not be considered if any participant of the 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>Management Handbook., with modifications in accordance with the definition in GCT 1(b).</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>** Delete as appropriate for Formula Approach / Marking Scheme tender evaluation.</p> <p># For use in tenders which EMSTF is eligible to bid</p>
<p>(3) If the tenderer is an unincorporated or incorporated joint venture, each participant of the unincorporated joint venture or shareholder of the incorporated joint venture shall submit such a</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>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/Surveyor/ 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>
GCT 29 One tender only for Holding Companies or subsidiaries	
<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 companies in the group. The existence of a holding-subsidiary relationship shall be determined as at the date set for the close of tender, or if this has been extended, the extended date, and in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap. 622).</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>DEVB memo ref. DEVB(W) 510/10/01 dated 16.12.2014.</p>
GCT 30 Admission, Promotion and Confirmation to the List of Approved Contractors for Public Works / the List of Approved Suppliers of Materials and Specialist Contractors	
<p>A tender submitted by a contractor who has</p>	<p>DEVB memo ref. DEVB(W)</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>applied for admission or promotion to the category, class and/or group specified in the tender invitation or, in relation to a contract for which tenders are invited from confirmed contractors only, a tender submitted by a contractor who has applied for confirmed status will not be considered unless his application for admission or promotion or, as the case may be, confirmation is approved by the date set for the close of tender, or if this has been extended, the extended date.</p>	<p>546/83/01 dated 10.8.2011</p>
GCT 30A Eligibility of Probationary Contractors to Tender and for the Award of Contracts	
<p>(1) A tender submitted by a contractor who is on probation in the category(ies), class(es) and/or group(s) specified in the tender invitation will not be considered if, at the date set for the close of tender or, if this has been extended, the extended date:</p> <p>(a) the number and/or the value of contracts that he already holds (also counting this Contract) exceeds the limits on number and/or value of contracts in the relevant category, class and group as stipulated in the then current version of the Contractor Management Handbook; or</p> <p>(b) he is otherwise ineligible to tender according to the then current version of the Contractor Management Handbook.</p>	<p>DEVB memo ref. DEVB(W) 546/83/01 dated 10.8.2011</p>
<p>(2) A tenderer who is on probation in the category(ies), class(es) and/or group(s) specified in the tender invitation will not be</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>eligible for award of this Contract if, at the date when the tender report is completed and signed for submission to the relevant authority for determination of the contract award:</p> <p>(a) the number and/or the value of contracts that he already holds (also counting this Contract) exceeds the limits on number and/or value of contracts in the relevant category, class and group as stipulated in the version of the Contractor Management Handbook current at the date set for close of tender or, if this has been extended, the extended date; or</p> <p>(b) he is otherwise ineligible for the award of the Contract according to the version of the Contractor Management Handbook current at the date set for close of tender or, if this has been extended, the extended date.</p>	
<p>(3) Tenderers should note that where:</p> <p>(a) a probationary contractor has submitted tenders (including a tender for this Contract) and attained the highest combined scores for more than one contract (including this contract) in the same category, class and group; and</p> <p>(b) if the award of these contracts are determined at the same time but the award of two or more of these contracts to that probationary contractor will exceed the limits on number and/or value of contracts in the relevant category, class and group as stipulated in the version of the Contractor Management Handbook</p>	

General Conditions of Tender

Clause	Remarks/Guidelines
<p>current at the date set for close of tender or, if this has been extended, the extended date ,</p> <p>the Employer shall be entitled to determine which contract(s) is/are to be awarded to that probationary contractor on the basis of a combination of tender awards of these contracts that would cost least to the Employer.</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 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.</p>	
GCT 32 Tender Cost	
<p>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>	<p>Note : Originated from the funding approval clause.</p> <p>* Delete the words in square brackets if SCT 9 is not used.</p>
GCT 33 Tenderer's Consent and Authorization on Conviction Records	
<p>(1) The tenderer shall submit with the tender a duly</p>	<p>DEVB memo ref. DEVB(W)</p>

General Conditions of Tender

Clause	Remarks/Guidelines
<p>signed letter in the form set out in Appendix ___ [<i>see below</i>] to these General Conditions of Tender giving consent to the [<i>name of the project office/procuring department</i>] to obtain from all relevant government departments/bureaux, authorizing such relevant government departments/bureaux to release and make available to [<i>name of the project office/procuring department</i>] and giving further consent to the [<i>name of the project office/procuring department</i>] to furnish to the #Architect / Engineer / Maintenance Surveyor / Supervising Officer designate, all information relating to his convictions, including the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, for offences under the following ordinances (including all subsidiary legislation made thereunder) and specific subsidiary legislation (if any):</p> <p>(a) [<i>set out the ordinances/specific sub-legislation quoted in relevant GCTs and SCTs</i>] [See Note 1];</p> <p>(b) [Land (Miscellaneous Provisions) Ordinance (Cap. 28)][See Note 2]; and</p> <p>(c) [<i>other ordinances / specific subsidiary legislation to be specified by the project office/procuring department if required for tender assessment in accordance with the provisions of the tender documents as adopted for any particular project</i>]. [See Note 1]</p>	<p>510/10/01 dated 3.12.2012.</p> <p># Delete as appropriate.</p> <p>Note 1 : Project office/procuring department should check the ordinances / specific subsidiary legislation to be listed, taking into account the provisions of the tender documents as adopted for any particular project (including GCT and SCT). On the basis of the GCT and SCT promulgated by DEVB (via Technical Circulars and memos) as at 30 November 2012, the ordinances/specific subsidiary legislation to be covered include:</p> <p>(a) Section 27 of the Public Health and Municipal Services Ordinance (Cap 132);</p> <p>(b) Section 17I and Section 38A of the Immigration Ordinance (Cap 115);</p> <p>(c) Employment Ordinance (Cap 57);</p> <p>(d) Factories and Industrial Undertakings Ordinance (Cap. 59);</p> <p>(e) Occupational Safety and Health Ordinance (Cap. 509);</p> <p>(f) Shipping and Port Control Ordinance (Cap. 313);</p> <p>(g) Merchant Shipping (Local Vessels) Ordinance (Cap. 548);</p>

General Conditions of Tender

Clause	Remarks/Guidelines
	<p>(h) Air Pollution Control Ordinance (Cap. 311);</p> <p>(i) Noise Control Ordinance (Cap. 400);</p> <p>(j) Waste Disposal Ordinance (Cap. 354);</p> <p>(k) Water Pollution Control Ordinance (Cap. 358);</p> <p>(l) Dumping at Sea Ordinance (Cap. 466);</p> <p>(m) Ozone Layer Protection Ordinance (Cap. 403);</p> <p>(n) Environmental Impact Assessment Ordinance (Cap. 499); and</p> <p>(o) Hazardous Chemicals Control Ordinance (Cap. 595).</p> <p>Note 2: To be included when the standard marking scheme set out in Appendix C1 to DEVB TCW No. 4/2014 is adopted. Departments should check with the Highways Department for such conviction records.</p>
<p>The letter shall be signed by a person authorized to sign Government contracts on the tenderer's behalf [See Note 3].</p>	<p>Note 3: This is not to be inserted as an essential requirement pursuant to GCT Clause 21. However, contract drafter shall ensure that the submission of the duly signed letter of consent and authorization is covered by GCT 16 as amended in accordance with DEVB's memo ref. DEVB(W) 510/10/01 dated 10 September 2012 and entitled Tender Clarifications.</p>

General Conditions of Tender

Clause	Remarks/Guidelines
(2) 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 duly signed letter. The signatory for such participant or shareholder shall be a person authorized to sign Government contracts on behalf of that participant or, as the case may be, shareholder.	

General Conditions of Tender

Appendix __

To: [Name of the procuring department]

Dear Sir/Madam,

Contract No. []

[Contract title]

Letter of Consent and Authorization

We hereby give consent to the [name of the project office/procuring department] to obtain from all relevant government departments/bureaux and authorize such relevant government departments/bureaux to release and make available to [*name of the project office/procuring department*] information relating to our conviction records (if any), including the legislation violated, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles, for offences under the following ordinances (including all sub-legislation made thereunder) and specific sub-legislation (if any) for the purposes of assessment of [our submission]* in this tendering exercise.

[*set out the legislation referred to in GCT X(1)*]

We give further consent to the [*name of the project office / procuring department*] to furnish such information to [*name of project consultant*], the #Architect / Engineer / Maintenance Surveyor / Supervising Officer designate, for the same purposes.

(Signed for and on behalf of the tenderer or, where GCT 33(2) applies, the relevant participant or, as the case may be, shareholder)

* Where GCT 33(2) applies, change to "the submission of [*name of the tenderer*]".

Delete as appropriate.

General Conditions of Tender

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”.
30.12.2010	General amendment and updating.
30.12.2010	GCT 4 – GCT 4(1)(a)(i) amended. Latest cost of making copies of tender document updated.
30.12.2010	GCT 21 – clause updated according to latest version issued in April 2009. Submission required from joint venture tenderers also added to the list.
30.12.2010	GCT 28 – sub-clause (1) updated to delete reference to Cap 221 as per Clause 5.7.1 of the Contractor Management Handbook.
31.5.2013	GCT 1 – general updates to tie in with amendments to anti-collusion clause.
31.5.2013	GCT 16 – tender clarification clause amended to state clearly the consequence in the event that a tenderer does not submit the requested information
31.5.2013	GCT 25 – anti-collusion example given in remarks/guideline column amended.
31.5.2013	GCT 26 – anti-collusion clause amended to strengthen the

General Conditions of Tender

	collusion prevention.
31.5.2013	GCT 30 – updates to tie in with new clause GCT 30A
31.5.2013	GCT 30A – clause on eligibility of probationary contractors to tender and for the award of contracts added
31.5.2013	GCT 33 – clause on tenderer's consent and authorization on conviction records added.
20.3.2015	GCT 3 – sub-clause (c) updated to suit the pilot scheme on labour index on composite selected labour trades.
20.3.2015	GCT 4 – updates to tie in with the revised GCT 3(c)
20.3.2015	GCT 29 – updated to align with the New Companies Ordinance (Cap. 622).

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 Development 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 Development 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.