

## Special Conditions of Tender

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## Special Conditions of Tender

Clause	Remarks/Guidelines
<p><b>SCT 1 Programme of Works</b></p> <p>(1) The tenderer shall submit with his tender a construction programme showing the phasing and construction times of the major items of the Works.</p> <p>The tenderer shall take cognizance of any sequence, method or timing of construction specified in the Contract. [Optional: The tenderer's attention is drawn to the following factors when preparing his proposed programme submission:</p> <ul style="list-style-type: none"> <li>(a) critical completion dates for Section(s) ## of the Works;</li> <li>(b) interface problems or constraints;</li> <li>(c) special sequencing requirements;</li> <li>(d) site access constraints;</li> <li>(e) work restrictions;</li> <li>(f) etc.</li> </ul> <p>(2) The programme to be submitted with the tender shall be in the form of a bar chart showing the earliest and latest start and finish dates for each major item and the critical path.</p> <p>[Note: if other forms of programme are required, reword the above sentence accordingly.]</p>	<p>This SCT clause shall not be used generally. Pursuant to the guidelines given in SETW's memo ref.: ETWB(W) 546/83/01 dated 10.1.2003, departments should not ask tenderers to make immaterial submissions where a non-submission or a poor submission would not affect the tender recommendation. In general, where selective tendering is adopted or where a marking scheme is used to ensure that only qualified contractors are eligible to tender, the contractor will be expected to possess the necessary expertise for programming and undertaking the Works and examination of the programme at tender stage will not be necessary. Only when the project is very complex and with anticipated problems in interfacing and phased completion requirements and it is essential for a tenderer to demonstrate in his tender his ability to identify and manage such complexities, then such SCT shall be included.</p> <p>Where the SCT is included, it shall be inserted as an essential requirement pursuant to GCT Clause 21. Where a Programme of Works is required to be submitted with the tender, the tender shall be invalidated if the tenderer does not make such a submission. If the tenderer makes a poor submission which fails to demonstrate his understanding of and his capability in programming the Works for the Contract under the very special</p>

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Clause	Remarks/Guidelines
<p>(3) The submission of this programme is for the tenderer to demonstrate his understanding of and his capability in programming the Works for the Contract.</p> <p>(4) The programme shall not form part of the Contract.</p>	<p>circumstances or programme requirements as specified, the tenderer shall be considered as not technically capable for recommendation for award of the Contract. Legal advice should be obtained to form such a recommendation.</p>
<p><b>SCT 2A Alternative Design Invited for Part of the Works Covered by the Engineer's Design</b></p> <p>(1) The tenderer may elect to submit a tender conforming with the Engineer's design of the Works priced in accordance with the tender documents and/or in accordance with the provisions of this Special Condition of Tender an alternative tender incorporating the tenderer's alternative design for <i>*that/*</i>those part(s) of the Works identified in [set out the relevant Drawings no(s). and the relevant clause/section no(s) of the Contract documents e.g. the Specification].</p> <p>(2) Tenderer's alternative design must comply with the minimum conditions specified in [set out the relevant Drawings no(s). and the relevant clause/section no(s) of the Contract documents e.g. the Specification]. A tender incorporating a design which does not comply with the minimum conditions or which design requires substantial amendments in order to conform to the Specification shall be considered as a non-conforming tender.</p>	<p>(This SCT clause is extracted from ETWB TC(W) 25/2004 and shall be used in circumstances where the submission of an alternative design for part of the Works by a tenderer is invited. It is necessary to spell out clearly under sub-clause (1) which part(s) of the Works the tenderer MAY submit alternative design(s). The tenderer may elect to submit a conforming tender and/or an alternative tender which incorporates the alternative design.)</p> <p>* Delete where inappropriate.</p>

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Clause	Remarks/Guidelines
<p>#(3) The conditions of contract, which will only apply in the event that a tender for an alternative design is accepted, are included as Special Conditions of Contract numbered <i>–(number to be inserted)</i> to inclusive.</p> <p>(4) An alternative design shall:</p> <ul style="list-style-type: none"> <li>(a) be presented as an integral part of a separate tender for the Works,</li> <li>(b) be priced as a lump sum item and supported by a fully priced and Schedule of Rates, and</li> <li>(c) be sufficiently documented to enable the Employer's decision on its acceptability</li> </ul> <p>For the purposes of (b), the tender shall provide separately the approximate quantities showing the build up of the lump sum. The said Schedule of Rates shall form the basis of interim payments and valuation of variations.</p> <p>(5) The tenderer shall submit such further clarifications pertaining to the alternative design as may be requested by the Engineer/Architect* designate to enable a proper assessment of the tender to be made. Failure to do so by the tenderer may render his tender invalid. General Conditions of Tender Clause 16 will apply to such clarifications to the alternative design.</p> <p>(6) Any alternative design will be treated in confidence up to the date of acceptance of the tender. The contents of unsuccessful tenders will not be divulged.</p>	<p># Delete this clause in case this SCT is used together with the SCT where a tenderer's design is required for part of the Works not covered by the Engineer's design. In such case the SCCs will apply irrespective whether an alternative design is accepted or not.</p> <p>For sub-clause (5), post-tender communication with tenderers shall be limited to the need for clarifications. Tenderers should not be given the opportunity to enhance their design submissions.</p> <p>* Delete as appropriate.</p>

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Clause	Remarks/Guidelines
<p>(7) If the tenderer submits a tender for incorporating an alternative design, he shall identify (either in the programme required by SCT ... or in the tender) the arrangements made and the time allowed for the design and independent checking of the alternative design. He shall also submit the name and particulars of the firm or company he proposes to employ as "Independent Checking Engineer".</p> <p><b>SCT 2B Design Required for Part of the Works Not Covered by the Engineer's Design</b></p> <p>(1) The tenderer is required to submit in accordance with the provisions of this Special Condition of Tender a design for <i>*that/*</i>those part(s) of the Works identified in [set out the relevant Drawings no(s). and the relevant clause/section no(s). of the Contract documents e.g. the Specification].</p> <p>(2) Tenderer's design must comply with the minimum conditions specified in [set out the relevant Drawings no(s). and the relevant clause/section no(s) of the Contract documents e.g. the Specification]. A tender incorporating a design which does not comply with the minimum conditions or which design requires substantial amendments in order to conform to the Specification shall be considered as a non-conforming tender.</p> <p>(3) The attention of the tenderer is drawn to the Special Conditions of Contract Clauses numbered (<i>numbers to be inserted</i>) to</p>	<p>Note: Project officers should consider the need to include a SCC clause on not placing additional obligation on the Employer/Engineer as a result of the alternative design (similar to the Marking Scheme SCC promulgated under ETWB TC(W) 8/2004) and consult LAD(W) in case of doubt.</p> <p>This SCT clause is extracted from ETWB TC(W) No. 25/2004 and shall be used where the tenderer is required to submit a design for part of the Works which is not covered by the Engineer's design, as opposed to the submission of an alternative to the Engineer's design. In case the tenderer is required to submit the design, it should be stipulated as an essential requirement under the SCT clause for essential requirement.</p> <p>* Delete where inappropriate</p>

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Clause	Remarks/Guidelines
<p>inclusive.</p> <p>(4) The tenderer's design shall :</p> <p style="padding-left: 40px;">(a) be priced as a lump sum item and supported by a fully priced and detailed Schedule of Rates, and</p> <p style="padding-left: 40px;">(b) be sufficiently documented to enable the Employer to reach a decision on its acceptability.</p> <p>For the purposes of (a), the tenderer shall provide separately the approximate quantities showing the build up of the lump sum. The said Schedule of Rates shall form the basis of interim payments and valuation of variations.</p> <p>(5) The tenderer's design will be treated in confidence up to the date of acceptance of the tender. The contents of unsuccessful tenders will not be divulged.</p> <p>(6) The tenderer shall identify (either in the programme required by SCT ... or in the tender) the arrangements made and the time allowed for the design and independent checking of the design. The tenderer shall also submit the name and particulars of the firm or company he proposes to employ as "Independent Checking Engineer".</p>	
<p><b>SCT 3 Submission of Temporary Works Design</b></p> <p>(1) The tenderer shall submit with the tender a method statement of proposals for (which shall include proposals for the foundations and support of) the following Temporary Works #[to demonstrate his technical competence in executing the Works]</p> <p><i>List the items of work for which this requirement applies. Particular attention</i></p>	<p>This SCT may be used either on its own or in conjunction with the standard SCC and PS clauses requiring independent checking of Temporary Works design.</p> <p>This SCT clause shall not be used generally. Pursuant to the guidelines</p>

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Clause	Remarks/Guidelines
<p><i>shall be paid to the lateral stability of the Temporary Works.</i></p> <p>(2) These proposals shall not form part of the Contract.</p>	<p>given in SETW's memo ref.: ETWB(W) 546/83/01 dated 10.1.2003, departments should not ask tenderers to make immaterial submissions where a non-submission or a poor submission would not affect the tender recommendation. In general, where selective tendering is adopted or where a marking scheme is used to ensure that only qualified contractors are eligible to tender, the contractor will be expected to possess the necessary expertise for undertaking the Works. Only when the project is very complex and with anticipated problems in temporary works design and construction and it is essential for a tenderer to demonstrate in his tender his ability to identify and manage such complexities, then such SCT shall be included.</p> <p>Where the SCT is included, it shall be inserted as an essential requirement pursuant to GCT Clause 21. The tender shall be invalidated if the tenderer does not make such a submission. [If the tenderer makes a poor submission which fails to demonstrate his understanding of the complexities and his capability in his temporary works design, the tenderer shall be considered as not technically capable for recommendation for award of the Contract. Legal advice should be obtained to form such a recommendation.</p> <p># Delete for marking scheme</p>

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<p><b>SCT 4 Contractors' Joint Venture</b></p> <p>Tenders from an incorporated joint venture or an unincorporated joint venture will not be considered unless the incorporated joint venture or the unincorporated joint venture is itself separately listed on its own account in [to be inserted<sup>1</sup>] on the List of Approved Contractors for Public Works/separately listed on its own account on the List of Approved Suppliers of Materials and Specialist Contractors for Public Works [to be inserted<sup>2</sup>].</p>	<p>This SCT should be used if joint venture is not allowed to tender.</p> <p>Note:(1) Insert the appropriate Class(es), Group(s) and Category(ies) of Contractors on the List of Approved Contractors for Public Works that are permitted to tender for this Contract. It should be the same as that stipulated in the Gazette Notice or Tender Notice for invitation to tender for this Contract.</p> <p>Note:(2) Insert the appropriate Category(ies) of Contractors on the List of Approved Suppliers of Materials and Specialist Contractors for Public Works that are permitted to tender for this Contract. It should be the same as that stipulated in the Gazette Notice or Tender Notice for invitation to tender for this Contract.</p>
<p>[OR]</p> <p><b>SCT 4 Contractors' Joint Venture</b></p> <p>(1) Tenderers may submit their tender in the form of a joint venture provided:</p> <p>a) the participants or shareholders in the joint venture collectively satisfy the qualification requirements; and</p> <p>b) each participant or shareholder in the joint venture is technically capable for that part of the Works it undertakes.</p>	<p>This Clause is to be used for tenders that allow joint venture to participate. It is a mandatory requirement for Group C tenders.</p>



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Clause	Remarks/Guidelines
<p>(2) No tenderer is permitted to submit more than one tender for each contract. For the purpose of this Clause, a tenderer which submits a tender on its own behalf and as a participant or shareholder of a joint venture or as a participant or shareholder of more than one joint venture in response to a tender exercise shall be regarded as having submitted more than one tender. A holding company and its subsidiaries are considered as one and the same tenderer. Tenders submitted from a tenderer on his own behalf who is found to be in breach of this clause or from a joint venture or joint ventures in which any participant or shareholder is found to be in breach of this clause shall not be considered.</p> <p>(3) Where the tenderer is a joint venture, the tenderer shall provide with its tender details of the percentage participation of each participant or shareholder in the joint venture. The percentage participation of each participant or shareholder in a joint venture shall be calculated by comparing his share of work against the sum offered by the joint venture in its tender for the execution of the Works. The tenderer shall provide details about the portion of the Works for which each joint venture participant or shareholder is responsible.</p> <p>(4) Where the tenderer is an unincorporated joint venture, the participants therein must, subject to General Conditions of Tender Clause 21 nominate a lead participant whose financial and management participation shall be not less than that of any other participant in the joint venture.</p>	<p>The submissions required under sub-clause (4) of this Clause are essential requirements and shall be mentioned in the GCT 21 on essential requirements.</p>

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Clause	Remarks/Guidelines
<p>(5) Where the tenderer is an incorporated joint venture it shall, subject to General Conditions of Tender Clause 25, submit to the Engineer Designate a Letter of Undertaking in the form set out in Appendix A to these Special Conditions of Tender duly executed by all the shareholders of the incorporated joint venture.</p>	<p>The submissions under sub-clause (5) are non-essential requirements.</p>
<p><b>SCT 5 – Outline Quality System for Production and Supply of Structural Concrete</b></p> <p>(1) The tenderer shall submit with his tender an outline quality system for the production and supply of structural concrete for incorporation into the Works. The submission of the outline quality system is for the tenderer to demonstrate his technical capability in managing the quality of the production and supply of structural concrete for the Works.</p> <p>(2) The outline quality system for the production and supply of structural concrete shall not form part of the Contract.</p>	<p>This SCT clause is extracted from ETWB TCW No. 57/2002. The SCT clause shall not be used generally.</p> <p>Pursuant to the guidelines given in SETW's memo ref.: ETWB(W) 546/83/01 dated 10.1.2003, departments should not ask tenderers to make immaterial submissions where a non-submission or a poor submission would not affect the tender recommendation. In general, where selective tendering is adopted or where a marking scheme is used to ensure that only qualified contractors are eligible to tender, the contractor will be expected to possess the necessary expertise for undertaking and managing the quality of the Works and examination of the Quality System at tender stage will not be necessary.</p> <p>Project officer may include this SCT in</p>

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	<p>contracts where particular difficulties in the production of structural concrete are envisaged. It may be used in conjunction with the SCC on “Quality Assurance for Structural Concrete” for contracts located at remote areas (such as outlying islands) or where the volume of structural concrete involved is less than 50 cubic meter.</p> <p>Where the SCT is included, it shall be inserted as an essential requirement pursuant to GCT Clause 21. Where a Quality System for Production and Supply of Structural Concrete is required to be submitted with the tender, the tender shall be invalidated if the tenderer does not make such a submission. If the tenderer makes a poor submission which fails to demonstrate his understanding of and his capability in managing the quality of the production and supply of structural concrete for the Works for the Contract, the tenderer shall be considered as not technically capable for recommendation for award of the Contract. Legal advice should be obtained to form such a recommendation.</p>
<p><b>SCT 6 - ISO 9000</b></p> <p>(1) The tenderer shall, upon written request by the <sup>1</sup>Architect/Engineer designate issued in accordance with General Conditions of Tender Clause 25, submit to the <sup>1</sup>Architect/Engineer/designate:</p>	<p>This SCT clause is extracted from WBTC 13/2001 with modifications in accordance with ETWB TCW 50/2002 and shall be used for tenders which require contractors to have obtained ISO 9000 certification. The submissions under this SCT shall be taken as non-essential requirements for the purpose of the tendering exercise.</p> <p><sup>1</sup> Delete as appropriate.</p>

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<p>EITHER</p> <p>(a) a copy of his ISO 9001:2000 certificate acceptable to the Employer showing the scope of certification and a statement either:</p> <p style="padding-left: 40px;">(i) confirming that there is no area/aspect in the Contract which his quality system specifically excludes; or</p> <p style="padding-left: 40px;">(ii) disclosing the areas/aspects in the Contract which his quality system specifically excludes.</p> <p>OR</p> <p>(b) where the tenderer due to circumstances beyond his control has not obtained ISO 9001:2000 certification:</p> <p style="padding-left: 40px;">(i) a copy of the confirmation from a certification body acceptable to the Employer, stating that a full review of the Quality Manual of the tenderer's Hong Kong office has been carried out in Hong Kong and such Quality Manual has been found to be in conformity with the requirements of the ISO 9001:2000 standard; and</p> <p style="padding-left: 40px;">(ii) an undertaking that within three months of the acceptance of tender, he would book with the certification body the date of audit for the ISO 9001:2000 certification; with detailed documented quality system procedures ready at the time of booking.</p> <p>(2) Where the tenderer is a joint venture, he shall , upon written request by the <sup>1</sup>Architect/Engineer designate issued in accordance with General Conditions of Tender</p>	<p><sup>1</sup> Delete as appropriate.</p>

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Clause	Remarks/Guidelines
<p>Clause 25, submit to the <sup>1</sup>Architect/Engineer designate :</p> <p>(a) a statement declaring that he shall implement the quality system of one of his participants or shareholders and specifying which one;</p> <p>(b) a copy of the written notification to the certification body of the specified participant or shareholder that the joint venture shall implement the quality system of the specified participant or shareholder and the written agreement that the activities of the joint venture shall be subject to the surveillance of the certification body; and</p> <p>(c)(i) a copy of his specified participant or shareholder's ISO 9001:2000 certificate acceptable to the Employer showing the scope of certification and a statement either:</p> <p style="padding-left: 40px;">(A) confirming that there is no area/aspect in the Contract which the specified participant or shareholder's quality system specifically excludes; or</p> <p style="padding-left: 40px;">(B) disclosing the areas/aspects in the Contract which the specified participant or shareholder's quality system specifically excludes.</p> <p>OR</p> <p>(ii) where the specified participant or shareholder due to circumstances beyond his control has not obtained the ISO 9001:2000 certification:</p>	

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<p>(A) a copy of the confirmation from a certification body acceptable to the Employer, stating that a full review of the Quality Manual of the specified participant or shareholder's Hong Kong office has been carried out in Hong Kong and such Quality Manual has been found to be in conformity with the requirements of ISO 9001:2000 standard; and</p> <p>(B) an undertaking that within three months of the acceptance of tender, the specified participant or shareholder would book with the certification body the date of audit for the ISO 9001:2000 certification; with detailed documented quality system procedures ready at the time of booking.</p> <p>(3) The submission under sub-clause (2)(a) of this Special Conditions of Tender, if applicable, shall form part of the Contract.</p>	
<p><b>SCT 7 Outline Waste Management Plan</b></p> <p>The tenderer shall, upon written request by the <sup>1</sup>Architect/Engineer designate issued in accordance with General Conditions of Tender Clause 25, submit to the <sup>1</sup>Architect/Engineer designate an outline Waste Management Plan, which shall demonstrate the tenderer's appreciation of the need to minimize the generation of surplus construction and demolition (C&amp;D) materials, in particular, to avoid/minimize the use of timber for temporary works construction, to effectively carry out on-site sorting of C&amp;D materials</p>	<p>This clause is not applicable to term maintenance contracts but mandatory for capital works contracts which are included in the Pay for Safety and Environmental Scheme.</p> <p><sup>1</sup> Delete as appropriate.</p> <p>Note: This is usually a non-essential submission. However, if the submission of a SMP is considered an essential</p>

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<p>and to minimize the generation of C&amp;D waste from equipment/material packaging during the course of the Works. The outline Waste Management Plan shall <u>not</u> form part of the Contract.</p>	<p>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><b>SCT 8 Disclosure Of Information (Bid Challenges)</b></p> <p>(1) The tenderer shall note that the provisions of the Agreement on Government Procurement of the World Trade Organisation (WTO GPA) apply to this procurement. In the event of a bid challenge by a tenderer to the Review Body on Bid Challenges of alleged breaches of the WTO GPA in respect of this procurement, the Employer may be requested by the Panel appointed in accordance with the Rules of Operation of the Review Body on Bid Challenges (the Panel) to disclose information submitted by other tenderers.</p> <p>(2) By submitting his tender, the tenderer shall be deemed to have consented that in the event of a bid challenge by a tenderer to the Review Body on Bid Challenges of alleged breaches of the WTO GPA in respect of this procurement and the Employer is requested by the Panel to disclose information submitted in his tender, the Employer may disclose the information to the Panel and to such other persons and in such manner as the Panel may require in accordance with the Rules of Operation. This may include disclosing the information to the complainant which has lodged the bid challenge.</p>	<p>To be used if the tender exercise is subject to WTO GPA.</p>
<p><b>SCT 9 Funding Approval</b></p> <p>The tenderers shall note that this tender exercise is held before the necessary funds for the contract have</p>	<p>To be used if funding has not been</p>

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<p>been approved. The tenderers shall also note that the Employer reserves the right to cancel this tender exercise for not having the necessary funds approved; and that the tenderers will accordingly be notified if the necessary funds are not approved.</p>	<p>approved at the time of tender.</p>
<p><b>SCT 10 Drawings</b></p> <p>Any drawings issued are to be returned to the issuing office after submission of the tender.</p>	<p>This SCT may be used if it is desired that the drawings issued to the tenderers are to be returned to the issuing office after submission of the tender.</p>
<p><b>SCT 11 - Statement Of Convictions Under The Factories And Industrial Undertakings Ordinance (Cap 59), The Occupational Safety And Health Ordinance (Cap 509), The Shipping And Port Control Ordinance (Cap 313), The Air Pollution Control Ordinance (Cap 311), The Noise Control Ordinance (Cap 400), The Waste Disposal Ordinance (Cap 354), The Water Pollution Control Ordinance (Cap 358), The Dumping At Sea Ordinance (Cap 466), The Ozone Layer Protection Ordinance (Cap. 403) And The Environmental Impact Assessment Ordinance (Cap. 499)</b></p> <p>(1) The tenderer shall submit with the tender, either a statement of “no conviction” or a statement of all convictions for site safety and environmental offences under the Factories and Industrial Undertakings Ordinance (Cap 59), the Occupational Safety and Health Ordinance (Cap 509), the Shipping and Port Control Ordinance (Cap 313), the Air Pollution Control Ordinance (Cap 311), the Noise Control Ordinance (Cap 400), the Waste Disposal Ordinance (Cap 354), the Water Pollution Control Ordinance (Cap 358), the Dumping at Sea Ordinance (Cap 466), the Ozone Layer</p>	<p>This clause is only needed if Marking Scheme tender evaluation is used.</p>



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<p>Protection Ordinance (Cap. 403), and the Environmental Impact Assessment Ordinance (Cap. 499) for each site 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 based on the date of conviction. The statement of all convictions shall include the legislation contravened, dates of offences, dates of convictions and the associated fine imposed by the court, site addresses, contract numbers and contract titles (including sub-contracts where the contractor has acted as a sub-contractor). 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>(2) If the tenderer is a joint venture, each participant or shareholder of the joint venture shall submit such a statement separately.</p> <p>(3) 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 tender closing date, and shall include in its statement of all convictions any conviction recorded under any previous name.</p> <p>#(4) 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># 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]</p>

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<p><b>SCT 12 - Statement Of Convictions Under Section 27 of The Public Health and Municipal Services Ordinance (Cap.132)</b></p> <p>(1) The tenderer shall submit with the tender, either a statement of “no conviction” or a statement of all convictions under section 27 of the Public Health and Municipal Services Ordinance (Cap.132) for control of water likely to contain larvae or pupae of mosquitoes for each site 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, based on the date of conviction. The statement of all convictions shall include site addresses, contract numbers, contract titles, dates of offences, dates of convictions and the associated fine imposed by the court. 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>(2) If the tenderer is a joint venture, each participant or shareholder of the joint venture shall submit such a statement separately.</p> <p>(3) Where the tenderer (including the shareholders and participants in a joint venture) 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 recorded under the previous name.</p> <p>(4)# For tenders submitted by EMSTF, the letters of “non-compliance” issued by the relevant</p>	<p>This clause is only needed if Marking Scheme tender evaluation is used.</p> <p># For use in tenders which EMSTF is eligible to bid</p> <p>* [or other period specified by the Architect/Engineer/ Maintenance Surveyor where appropriate to cope with the assessment period for tender evaluation.]</p> <p># For use in tenders which EMSTF is eligible to bid</p>

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regulatory authorities shall also be treated as conviction records.	
<p><b>SCT 13 - Outline Safety Plan</b></p> <p>(1) The tenderer shall submit with his tender an Outline Safety Plan which shall be the tenderer's proposals to ensure safety and health in the execution of the Works and which shall be able to demonstrate his capability in identifying and managing risks in the execution of the Works.</p> <p>(2) The Outline Safety Plan shall start with a formal statement of policy on safety and health and shall include:</p> <ul style="list-style-type: none"> <li>(a) identification of safety and health hazards which may be encountered in the execution of the Works;</li> <li>(b) an outline of proposed safety and health measures for the control and prevention of such safety and health hazards, and</li> <li>(c) the manner by which safety and health measures will be implemented and monitored.</li> </ul> <p>(3) The Outline Safety Plan shall not form part of the Contract.</p>	<p>This SCT clause shall not be used generally. Pursuant to the guidelines given in SETW's memo ref.: ETWB(W) 546/83/01 dated 10.1.2003, departments should not ask tenderers to make immaterial submissions where a non-submission or a poor submission would not affect the tender recommendation. In general, where selective tendering is adopted or where a marking scheme is used to ensure that only qualified contractors are eligible to tender, the contractor will be expected to possess the necessary expertise for undertaking the Works and examination of the outline safety plan at tender stage will not be necessary. In extremely rare circumstances where there are special risks in the contract for which it is essential that a tenderer demonstrates in his tender his ability to identify and manage the risks, an outline safety plan may be required from the tenderers.</p> <p>Where the SCT is included, it shall be inserted as an essential requirement pursuant to GCT Clause 21. The tender shall be invalidated if the tenderer does not make such a submission. If the tenderer makes a poor submission which fails to demonstrate his understanding of and his capability to ensure safety and health in the execution of the Works, the tenderer shall be considered as not</p>

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	technically capable for recommendation for award of the Contract. Legal advice should be obtained to form such a recommendation.

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The following SCT clauses have either been transferred elsewhere or deleted as indicated:

<b>SCT 2 SI Information</b>	Moved to GCT
<b>SCT5 Hardwood</b>	Deleted
<b>SCT 9 Copyright</b>	Moved to GCT
<b>SCT 11 Statement of Convictions Under The Immigration Ordinance (Cap. 115)</b>	Moved to GCT.
<b>SCT 13 Statement Of Convictions Under The Employment Ordinance (Cap. 57)</b>	Moved to GCT.
<b>SCT 14 Contractor under Suspension</b>	Moved to GCT
<b>SCT 15 Trading Fund</b>	Moved to GCT
<b>SCT 16 Engineer's power</b>	Moved to N to T
<b>SCT17 LD</b>	Appendix to F of T changed
<b>SCT 18 Regulating Actions for Withdrawal of Tenders within the Tender Validity Period</b>	Moved to N to T
<b>SCT 19 Management of Sub-contractor</b>	Moved to GCT

## Special Conditions of Tender

### Amendments made since 18.8.2004

<b>Date of amendment</b>	<b>Amendments made :</b>
19.10.2004	Contents page – amendment sheet added.
19.10.2004	SCT 7 – Contents under remarks column re-written.